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**STATE of ALASKA ADMINISTRATIVE PLAN  
For FEDERAL DISASTER PUBLIC ASSISTANCE**

**I. PURPOSE**

The purpose of this plan is to identify the State of Alaska's (hereinafter referred to as the State) roles, responsibilities, processes, and procedures for administering the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Public Assistance is supplemental disaster aid to state's, tribal, and local governments, as well as certain Private Non-Profits for infrastructure recovery. This plan is integrated into and supportive of the State emergency plan.

The State assures FEMA that it shall comply with all applicable Federal statutes and regulations in effect during the periods for which it receives grant funding, including those listed under Section II below. The State acknowledges that funding under the FEMA PA Program is conditional upon the State's compliance with all the terms and conditions of this plan.

**II. AUTHORITY**

**A. State**

1. Alaska Statute Title 26: Chapter 20, Homeland Security and Civil Defense
2. Alaska Statute Title 26: Chapter 23, Disasters
3. Alaska Statute Title 29: Municipal Government, to include Chapters 4, 20, and 35
4. Alaska Administrative Manual
5. Accounting Procedures Manual
6. Executive Orders of the Governor
7. State Emergency Response Plan
8. FEMA State Agreement
9. Administrative Order 170
10. Administrative Order 175

**B. Federal**

1. 42 U.S.C. § 5121-5206, Robert T. Stafford Act
2. FEMA Regulation, 44 CFR Part 206
3. FEMA Regulation, 44 CFR Part 13
4. FEMA Regulation, 44 CFR Part 9
5. FEMA Regulation, 44 CFR Part 10
6. FEMA Regulation, 44 CFR Part 14
7. FEMA Regulation, 44 CFR Part 59
8. OMB Circular A-102
9. OMB Circular A-110, relocated to 2 CFR Part 215
10. OMB Circular A-133
11. OMB Circular A-21, relocated to 2 CFR Part 220
12. OMB Circular A-87, relocated to 2 CFR Part 225
13. OMB Circular A-122, relocated to 2 CFR Part 230
14. Executive Order 12612, Federalism
15. Executive Order 12699 Seismic Design
16. Executive Order 12898, Environmental Justice
17. Executive Order 11988, Floodplain Management
18. Executive Order 11990, Protection of Wetlands

19. 16 U.S.C. § 3501, Coastal Barrier Resources Act
20. 16 U.S.C. § 470, National Historic Preservation Act
21. 16 U.S.C. § 1531, Endangered Species Act References

### III. DEFINITIONS

- A. **Alternate Project:** A Sub-Grantee may determine that the public welfare would not be best served by restoring a damaged facility or its function to the pre-disaster design. In this event, the Sub-Grantee may use the Public Assistance grant for permanent restoration on that facility for other purposes. Projects other than the damaged facility on which the Sub-Grantee spends eligible funds are referred to as alternate projects.
- B. **Applicant (Sub-Grantee):** A State, local, Indian Tribal government, other legal entity, or certain private non-profit organizations that receive a sub grant award and which is accountable to the Grantee for the use of the funds provided. Also referred to as the Sub-Grantee.
- C. **Applicant's Agent:** An Applicant's Principal Executive Officer or Administrator must specify on the Designation of Applicant's Agent Form (DHS&EM Form 30-5), an agent as the Applicant's point-of-contact for all matters pertaining to its request for assistance. If no agent is appointed, the Principal Executive Officer or Administrator will be designated as the Applicant's agent.
- D. **Applicant Briefing:** A meeting conducted by the State for all potential Applicants interested in receiving Public Assistance grants. This briefing occurs after an emergency or major disaster declaration has been declared and addresses the application process, procedures, administrative requirements, and funding and program eligibility criteria. This is also typically the time Requests for Public Assistance (RPA's) are submitted from the potential Applicant to the State. **See page 91-92 of the Public Assistance Guide for further information.**
- E. **Direct Administrative Costs:** Costs incurred by the Grantee or Sub-Grantee that can be identified separately and assigned to a specific project. In accordance with OMB Circular A-87, (relocated to 2 CFR Part 230) treatment of direct costs must be consistent across all Federal awards and other activities of the Grantee or Sub-Grantee. Such costs can include staff time to conduct initial inspections, prepare and submit a Project Worksheet (PW), and make interim and final inspections of the project.
- F. **Division of Homeland Security and Emergency Management (DHS&EM):** The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) has the responsibility under the Alaska Disaster Act to prepare and maintain a state emergency plan which includes provisions for prompt and effective response to disasters, emergency relief, organization of personnel, chains of command, and preventive and preparedness measures to eliminate or reduce disasters or their impact. DHS&EM is also the State agency responsible for coordinating recovery efforts.
- G. **Emergency Work:** Work which must be done before, during, and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. Under the Public Assistance Program, Category A (Debris Removal), and Category B (Emergency Protective Measures) are referred to as Emergency Work. **See page 66-78 of the Public Assistance Guide for further information.**

- H. **Federal Emergency Management Agency (FEMA):** The Federal agency responsible for coordinating disaster recovery efforts.
- I. **FEMA State Agreement:** A formal legal document between FEMA and the affected state outlining the understandings, commitments, terms and conditions for assistance resulting from a Federal disaster or emergency declared by the President. The FEMA Regional Administrator and the Governor sign the document.
- J. **Governor's Authorized Representative (GAR):** The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the State and local grant recipients. The GAR is responsible for State compliance with the FEMA-State Agreement. The GAR may also be designated as the State Coordinating Officer.
- K. **Grantee:** The State of Alaska; hereinafter referred to as the State. **See pages 9-10 of FEMA's Public Assistance Guide for further information.**
- L. **Hazard Mitigation:** Cost effective measures that will reduce the potential for damage to a facility from a declared disaster event. **See pages 124-127 of the Public Assistance Guide for further information.**
- M. **Hazard Mitigation (Section 406):** Mitigation measures that must be directly part of the reconstructed work on a facility, or will protect or benefit the repaired portion of the facility. Section 406 Hazard Mitigation is included, when appropriate, as part of the PW scope of work. Section 406 Hazard Mitigation is different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities or even non-structural measures such as development of floodplain management regulations. **See pages 124-127 of the Public Assistance Guide for further information.**
- N. **Immediate Needs Funding:** An advance of grant funds by FEMA, not to exceed 50 percent of the Preliminary Damage Assessment estimate, to assist with payment of emergency work within the first 60 days after a declared disaster occurs. **See pages 90-91 of the Public Assistance Guide for further information.**
- O. **Improved Project:** When performing restoration work on a damaged facility, a sub grantee may decide to use the opportunity to make improvements to the facility. Projects that incorporate such improvements are called improved projects. For the most part, these are projects for which funding for the improvements cannot be separated from the costs of the original repair work. The improved facility must have the same function and at least the equivalent capacity as that of the Pre-disaster facility. Funding for such projects is limited to the original cost estimate associated with repairing or replacing the damaged facility to its pre-disaster design. The sub grantee must obtain approval for an improved project from the State prior to construction. **See pages 110-111 of the Public Assistance Guide for further information.**
- P. **Indirect Costs:** Costs a Grantee or Sub-Grantee incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefitted.
- Q. **Joint Field Office (JFO):** A temporary facility established in a Presidential declared disaster area to serve as the field headquarters for FEMA and other Federal, State, voluntary and local recovery

personnel. Also serves as the focal point for disaster operation, direction, coordination and information. See page 3 of the Public Assistance Guide for further information.

- R. **Kick-Off Meeting:** A meeting conducted by FEMA, in coordination with the State, with each potential Applicant individually in order for the Applicant to identify damages, assess specific needs, discuss special considerations, and develop a plan of action.
- S. **Large Project:** Approved projects estimated to cost the same or more than the large project threshold amount (\$60,900 for Federal fiscal year 2008). The large project threshold is the amount of approved project estimated costs adjusted annually to reflect changes in the Consumer Price Index for all Urban Consumers. The large project threshold amount applicable to any project is that amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.
- T. **Lock-In Amount:** The amount of management cost funds available to the State for a particular major disaster or emergency as FEMA determines at 30 days, 6 months and 12 months.
- U. **National Emergency Management Information System (NEMIS):** NEMIS is a FEMA-wide system of hardware, software, telecommunications and applications that provides a technology base to FEMA and the State to carry out the emergency management recovery mission.
- V. **Permanent Work:** Restorative work performed on damaged facilities through repairs or replacement to pre-disaster design and current applicable standards. Under the PA Program, Category C (Roads and Bridges), Category D (Water Control Facilities), Category E (Buildings and Equipment), Category F (Utilities) and Category G (Parks, Recreational Facilities, and Other Items), are referred to as Permanent Work. See pages 79-87 of the Public Assistance Guide for further information.
- W. **Principal Executive Officer:** Is the Mayor (normally the Chief Elected Official), City Manager/Administrator or, where there is no home rule or general law municipality, the recognized Traditional Village Council Chief or Administrator or an eligible incorporated non-profit entity CEO or COO.
- X. **Project Worksheet (FEMA Form 90-91) (PW):** The form used to document the scope of work and cost estimate for a project. See pages 96-97 of the Public Assistance Guide for further information.
- Y. **Public Assistance:** Federal assistance provided through FEMA, under authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (44 USC 5121-5207), for infrastructure recovery. Under this program, FEMA awards grants to assist state, tribal, and local governments as well as certain private non-profit entities with response and recovery from disasters.
- Z. **Public Assistance Coordinator (PAC):** A FEMA program expert who, in coordination with the State, serves as the Sub-Grantee's representative on PA Program matters and ensures the processing of the Sub-Grantee's projects, from the Federal declaration through the obligation of funds for a PW.
- AA. **Small Project:** Approved projects estimated to cost less than the large project threshold amount.
- BB. **Special Considerations:** Issues that involve insurance, floodplain management, hazard mitigation, historic preservation and environmental reviews as they relate to Public Assistance Program funding. See pages 115-136 of the Public Assistance Guide for further information.



- CC. State Coordinating Officer (SCO):** The person designated by the Governor to coordinate State and local disaster assistance efforts with that of the Federal government through the Joint Field Office (JFO) and the Federal Coordinating Officer.
- DD. State Public Assistance Officer (SPAO):** The person responsible for administering the Public Assistance Program at the State level. The SPAO will normally be a member of the State Emergency Management staff.
- EE. Sub-Grantee:** A government, other legal entity, or certain private non-profit organizations that receive an award and which is accountable to the Grantee for the use of the funds provided. Also referred to as the Applicant.
- FF. State Emergency Coordination Center (SECC):** The SECC is the primary coordination center for all State and Federal disasters in Alaska. The SECC coordinates all intelligence, operations, and logistics matters for the response and initial recovery phases of a disaster.
- GG. Quarterly report:** A report that is submitted by the Applicant to the State on a quarterly basis. It includes details on the Applicant, the project, key dates and activities, funds expended, cost over-run potentials, changes to Scope of Work or other issues, and anticipated completion date.

#### **IV. ROLES AND RESPONSIBILITIES**

- A.** The Governor has designated DHS&EM as the State office responsible for managing and administering the PA Program. These responsibilities include, but are not limited to:
1. Ensuring the FEMA/State agreement is coordinated and executed;
  2. Submitting the Application for Federal Assistance (SF-424);
  3. Complying with Federal and State program and grant administrative requirements;
  4. Notifying potential Applicants of the availability of assistance;
  5. Assisting the local government in conducting preliminary damage assessments;
  6. Conducting Applicants' Briefings;
  7. Requesting Immediate Needs Funding on behalf of Applicants as applicable;
  8. Attending Kick-Off Meetings;
  9. Assigning a Public Assistance Liaison to work with the FEMA Public Assistance Coordinator (PAC);
  10. Assisting FEMA in determining work and Applicant eligibility and with writing the PWs;
  11. Reviewing and approving PW's on a State level and making the necessary comments in NEMIS;
  12. Processing requests for appeals, reviewing cost over-runs, approving time extensions, improved/alternate projects, advances and reimbursements;
  13. Making recommendations to FEMA on appeals and improved/alternate project requests;
  14. Securing insurance information from Applicants when required;
  15. Participation with FEMA in establishing hazard mitigation and insurance requirements;
  16. Monitoring sub-grants by conducting quarterly reviews, site inspections and audits as required, ensuring program compliance;
  17. Reviewing and certifying project completion information;
  18. Determining budget and staffing requirements necessary for proper program management;
  19. Providing technical assistance upon Applicant request or when deemed necessary by the SPAO; and
  20. Requesting closeout of projects, Applicants, and programs.

- B.** The Applicant's responsibilities include, but are not limited to:
1. Submitting a Request for Public Assistance;
  2. Complying with the Federal and State program and grant administrative requirements;
  3. Meeting all deadlines established in this Administrative Plan or assigned by the State;
  4. Attending the Applicant Briefing;
  5. Attending the Kick-Off Meeting.
  6. Assigning a Designated Applicant Agent to work with FEMA and the State throughout the Public Assistance process;
  7. Identifying damages that are a direct result of the disaster;
  8. Assisting FEMA and the State in PW formulation;
  9. Requesting appeals, over-runs, time extensions, etc. in a timely manner;
  10. Providing appropriate cost documentation for all expenses incurred in completing the Scope of Work;
  11. Monitoring projects by conducting quarterly reviews, site inspections, and audits as required, ensuring program compliance;
  12. Certifying project completion;
  13. Reviewing PWs to ensure the location of damages, damage description and dimensions, scope of work and cost estimate are accurate and complete;
  14. Tracking project costs separately for each project as costs are incurred and submit cost documentation to support claimed expenditures in a timely manner or by the deadline assigned by the State;
  15. Following the work outlined in the PW. If alternative methods of repairs are used, additional work is performed, scope of work is not completed in its entirety, or cost over-runs are identified, the Applicant will notify the SPAO before additional work or costs are incurred; and
  16. Submission of all required forms and documentation required throughout the Public Assistance process in a timely manner or by the deadline assigned by FEMA and/or the State.

## **V. ORGANIZATION AND STAFFING**

- A.** Staffing Estimates and Funding – DHS&EM organizational structure includes an Operations Section that is primarily responsible for the response phase and a Disaster Assistance Section that is primarily responsible for the recovery phase of a disaster. During initial phases of a disaster, the SECC Manager and Response Unit, consisting of six staff members, assesses the situation and activates the State Emergency Coordination Center (SECC), if necessary, for management of the ongoing event, with immediate oversight by the Operations Section Program Manager. The SECC Manager will determine staffing levels for the SECC according to the requirements of the event and will activate DHS&EM staff, State agency representatives, Federal agency liaisons, and voluntary organization representatives as necessary. The SECC could have anywhere from four to forty-four staff activated.
1. Following a Federal declaration the Governor will designate State certification officers to include a Governor's Authorized Representative (GAR), Alternate GAR, a State Coordinating Officer (SCO) and an alternate SCO. The SCO will coordinate with the FCO to implement the Federal assistance program through the JFO. The Disaster Assistance Section Program Manager will provide program oversight and will designate a State Public Assistance Officer (SPAO) who is responsible for management of the Public Assistance Program for the disaster. The SPAO, with oversight assistance from the Recovery Unit Supervisor, will have assigned staff for the initial work of Applicant briefings, writing PWs and determination of eligibility. The number of staff will vary with each event. At a minimum four and a maximum ten staff will assist. Ongoing management of the Public Assistance Program will require several staff

from the Recovery Unit, Information Management Staff, Clerical Staff, and Finance Staff to augment the SPAO, SCO, and GAR. After the JFO closes, primary responsibility for coordination of Federal assistance will shift from the SCO to the Disaster Assistance Section Program Manager with the assistance of the Recovery Unit Supervisor and the SPAO. The State will incur the initial costs for administrative support personnel. The State will submit a claim for reimbursement to FEMA in accordance with the management cost provisions of 44 CFR §206.228(a)(3) and 44 CFR Part 207 on a State fiscal year basis.

2. Management and Program Staff – The State is responsible for administering all funds provided under the PA Program as well as coordinating the program among FEMA, the State, and Applicants. The Governor will appoint or designate a:
    - (a) Governor's Authorized Representative (GAR) and Alternate GAR;
    - (b) State Coordinating Officer (SCO) and Alternate SCO;
    - (c) State Hazard Mitigation Coordinator;
    - (d) State Representative to receive donated/loaned property; and
    - (e) Other State Certification Officers as appropriate.
  3. Administrative Support Staff - Since staffing requirements vary depending on the magnitude, type and extent of the disaster, the following personnel may be used to assist the GAR, SCO, and Disaster Assistance Section Program Manager in meeting program and grant administrative requirements:
    - (a) State Public Assistance Officer (SPAO) - The person designated to administer the Public Assistance Program at the State level. The SPAO will be an Emergency Management Specialist from the Recovery Unit; and
    - (b) Applicant Liaisons, Project Officers, Program Specialists, Accounting Specialists, Technical Specialists, Resource Coordinators, and other State Administrative Support Personnel as required, including Computer Specialist, Administrative Technician, and Clerk/Typist -- qualified personnel from applicable State agencies who may assist the State Emergency Management staff.
- B. Cost Sharing – The State of Alaska will not pass through to Sub-Grantees any percentage or amount of the Management Costs made available under 44 CFR part 207.
1. Sub-Grantee will assume all Indirect Costs associated with administration of disaster grants that cannot be identified separately and assigned to a specific project. (See Direct Administrative Cost and Indirect Cost definitions.)
  2. The basis for this determination is the State of Alaska will continue to provide the 25 percent cost share to match FEMA's 75 percent funding limit outlined in 44 CFR §13.24, §206.65, and §206.203 (b). Therefore Sub-Grantees will not be required to provide a cost share for any disaster assistance grants. Further, Disaster Assistance Policy 9525.9 allows most costs associated with administration of eligible projects to be reimbursed as "Direct Administrative Costs."

## **VI. DIRECTION, CONTROL AND ADMINISTRATION**

### **A. Post Declaration Activities**

1. The DHS&EM will ensure negotiation, coordination and execution of the FEMA/State Agreement.
2. **Notifying Potential Applicants** – The DHS&EM, the State Public Affairs Officer(s), City Mayor(s), Tribal Administrator(s) and local Emergency Management Coordinator(s) will be used to notify potential Applicants of the available assistance programs. Applicants will be notified via letter, DHS&EM web page, telephone calls, and relevant media available in the affected area or posted on community bulletin boards. This notification will include the time and date of the Applicants' Briefing to be held in their area. (See Appendix 5 of this plan for



Sample Applicant Briefing Letters.) Notification will occur as early as possible. The SPAO will provide details on the roles and responsibilities of the State and Applicant, the appropriate staff to be in attendance, items the Applicant should bring to the Applicant Briefing, and brief overview on cost documentation requirements. The Public Information Officer for DHS&EM will also disperse information on the Applicant Briefings through their normal communication channels.

3. **Applicants' Briefing** - Once a designated area has been approved for Public Assistance, members of the State Emergency Management staff will conduct an Applicants' Briefing. The number of potential Applicants and the area involved in the disaster will determine the number of briefings held. The local government contact will make the arrangements for the Applicant briefing location through coordination with the SPAO. **Appendix 2** to this plan outlines the information that will be covered during this briefing. Typically, the Applicant briefing is conducted by the SPAO or another Public Assistance staff member from DHS&EM. If FEMA chooses to participate in the briefing, their roles and responsibilities during the briefing will be pre-determined. FEMA may choose not to participate but have representatives present to respond to questions. At the Applicant briefing, a Request for Public Assistance (RPA) (FEMA form 90-49) will be collected from each public entity, tribe, and private non-profit organization interested in pursuing assistance under the Public Assistance Program. The SPAO will be responsible for providing the Applicant with the various policy manuals and books that provide information on the procedures that will be utilized throughout the Public Assistance process. A Kick-Off Meeting is scheduled following the Applicants' Briefing to provide each individual Applicant with specific information needed to meet requirements of the Public Assistance Program and to allow the Applicant to identify specific damages to their public infrastructure.
4. **Damage Surveys** - Following the conclusion of the Kick-Off Meeting or other scheduled time, the State will participate in the damage surveys with FEMA and local personnel. The date and time of damage surveys will normally occur immediately following the Kick-Off Meeting however final coordination shall occur between the SPAO, FEMA PAC, and the local representative. Prior to the Kick-Off Meeting the SPAO will make the local representative aware, through email or letter correspondence, what will be required during the damage surveys, to include the following:
  - (a) A list of all identified damages that were a direct result of the declared event;
  - (b) Supporting documentation for work complete;
  - (c) Copies of applicable insurance policies;
  - (d) Photographs of sites before and after event; and
  - (e) Any known environmental or historic issues that might be related to specific sites.
5. **Applicant Eligibility** - The State will assist FEMA in screening all potential Applicants for eligibility utilizing the following process: after the Applicant Briefings and site visits are complete, the Joint State/FEMA teams, consisting of a FEMA Project Officer (PO) and a State Public Assistance person, will conduct a preliminary eligibility determination based on information gathered during the site visits themselves. This will include verification and support by both FEMA and the State that the Applicant is eligible for the Public Assistance program. This will be accomplished through reviewing the information the State was able to gather about potential Applicants during its initial damage assessments, preliminary damage assessments with FEMA, the Applicant Briefing, and site visits and comparing it to the eligibility requirements outlined in 44 CFR Section 206.222. If a difference of opinion arises between the team members, the issue will be brought to the FEMA Public Assistance Group Supervisor and the State Recovery Unit Supervisor for review and determination. FEMA makes all final determinations regarding eligibility. Applicant eligibility determinations will

not be made in the field during the site visits. The FEMA/State teams will visit and gather all of the necessary information for each damaged site shown by potential Applicants that would normally be necessary to write a PW, regardless of eligibility.

Per 44 CFR § 206.222, eligible Applicants under the PA Program are:

- (a) State agencies, local governments, and governmental entities;
- (b) Federally recognized Indian tribes or authorized tribal organizations and Alaska Native Village organizations. This does not include Alaska Native Corporations, which are owned by private individuals; and
- (c) Private non-profit organizations that have an IRS tax exemption letter or a State Private Non-Profit certification (i.e. Articles/Certificate of Incorporation) and provide an essential governmental-type service to the general public. Special utility districts must provide a copy of the legislation that grants the district taxing authority. Eligible Private Non-Profit organizations must own or operate educational, utility, emergency, medical, custodial care, or essential governmental service facilities. Essential governmental service facilities are defined as museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops, and other facilities which provide a health and safety service of a governmental nature. More information on private non-profits can be found at 44 CFR§206.221(e).

#### **B. Public Assistance Grant Application Package**

- 1. Grant Approval – The State will submit an “Application for Federal Assistance” (SF 424), and “Assurances for Construction” Programs (SF 424D), to FEMA in order to receive Federal funding. Approved PWs will be the basis for issuing sub-grants to eligible Applicants in accordance with the cost sharing provisions established in the FEMA-State agreement.
- 2. Project Application - Once PWs are approved by FEMA, the State will be responsible for the final processing and distribution of the project application and for initiating payments in accordance with section D.2 below. The State will notify the Applicant when its project application is prepared and ready for signature.

#### **C. PW Preparation**

- 1. Depending on the size and nature of the disaster, the State may choose to participate at various levels in the Public Assistance process. FEMA’s Project Officers will have primary responsibility for compiling the PWs, however it will be completed with State assistance at all levels. This will include the SPAO working with the various Applicants to advise and assist them in providing the information required to complete the PW(s), reviewing draft versions of the PW(s), and ensuring that all damages identified by the Applicant are included in a PW. Also, the SPAO and FEMA PO will identify hazard mitigation opportunities and requirements as provided by Section 406 of the Stafford Act. Eligibility determination for 406 Mitigation Projects will be based on the following sources: FEMA 9500 Series policies, Appeals Database, *Flood Hazard Mitigation Handbook for Public Facilities*, and FEMA training manuals (i.e. Special Considerations, *P.A. Policy Digest*, and the *P.A. Public Assistance Guide*). Once the PW(s) is/are drafted and any issues rectified, the SPAO and FEMA Project Officer will sign the PW(s) and the SPAO will then send the PW(s) to the Applicant for their review.
- 2. All project information required to complete the PW, Damage Description and Dimensions, Scope of Work, Cost Estimate, Insurance information, etc. should be submitted within 90 days of the Kick-Off Meeting. If this cannot be met, the Applicant should follow the procedures for requesting a time extension. If this requirement cannot be met due to availability to view the damages caused by weather or other reasons and the Kick-Off Meeting has already occurred, the new deadline assigned will be 90 days from the date of the actual site visit.

3. If damages are not fully documented in a complete PW within the 90-day deadline and an extension has not been requested by the Applicant or has been denied, the Applicant will be sent a notice that DHS&EM, in conjunction with FEMA is in the process of closing their project file and will be given the standard 60-day appeal option. Before sending out the formal notice of project closure, the SPAO will verify the Applicant has not been impacted by unforeseen circumstances, or the Applicant's Agents were not available.
4. Project Application – After PWs are obligated to the State by FEMA, the State will be responsible for the final processing and distribution of the project application and for initiating payments. The State will forward the applicable project application forms to the Applicant for signature. **All forms must be returned to the State prior to award of the Grant.** Examples of the information to be included in the Applicant's project application are in Appendix 3, if applicable:
  - (a) State cover letter (Project Application Letter);
  - (b) Designation of Applicant's Agent (DHS&EM Form 30-5);
  - (c) Assurances and Agreements (DHS&EM Form 30-58) Applies to all Applicants except State agencies;
  - (d) Memorandum of Agreement (DHS&EM Form 30-61) Applies to State agencies only;
  - (e) Waiver of Sovereign Immunity (DHS&EM Form 30-62);
  - (f) Summary of Grant Conditions (DHS&EM Form 30-59); and
  - (g) Indemnity and Hold Harmless Agreement (DHS&EM Form 30-81).
5. Grant Award – After the Applicant completes the project application and the application is approved by the State, the Applicant will receive a grant award package. The obligated PW will be included as part of the award package and will include Applicant appeal rights should the Applicant not agree with the PWs as written. Appendix 4 reflects examples of the information that will be included in the grant award package:
  - (a) State Cover letter (Award Letter);
  - (b) PWs (FEMA Form 90-91);
  - (c) Applicant's Benefits Calculation Worksheet (FEMA Form 90-128);
  - (d) Request for Funds Form (DHS&EM Form 30-3);
  - (e) Project Quarterly report (DHS&EM Form 30-60);
  - (f) Quarterly Financial Status Report for Large Projects if applicable (FEMA Form 20-10);
  - (g) Insurance Commitment Certification Form;
  - (h) Procurement Method Report;
  - (i) Direct Vendor Authorization Form;
  - (j) Sole Source Contracting Checklist;
  - (k) Statement of Documentation in Support of Amount Claimed (DHS&EM Form 30-4);
  - (l) Certificate of Compliance (DHS&EM Form 30-80);
  - (m) Project Completion and Certification Report (FEMA Form P.4);
  - (n) A copy of the Administrative Plan for Public Assistance;
  - (o) Project Final Narrative Form (DHS&EM Form 30-102); and
  - (p) Summary Forms (Labor, Materials, Equipment, Rented Equipment, and Contracts).

6. The varied levels of State involvement may include:
  - (a) Assign a State Project Officer(s) and/or Specialist(s) to the JFO Resource Pool.
  - (b) Assist FEMA and/or the Applicant in developing scopes of work and cost estimates.
  - (c) Notify FEMA of any special considerations and/or technical assistance requirements needed to facilitate project approval.
  - (d) Provide State support as needed (such as engineers for highly technical projects or mediators to resolve disputes, etc.).
  - (e) Assist FEMA and the Applicant in identifying hazard mitigation opportunities as provided by Section 406 of the Stafford Act.
  - (f) Submit applications and make recommendations to FEMA on project approval.
  - (g) Participate in the small project validation process.
  - (h) Request re-inspections or time extensions for additional significant damage not previously identified within 60 days of an initial Sub-Grantee inspection.
  - (i) Facilitate informal resolution of disputes through management oversight by the Disaster Assistance Section Program Manager, or by the Recovery Unit Supervisor.
  - (j) The SPAO or other designated DHS&EM personnel will attempt to accomplish at least one site visit per year on all large projects.
7. The Applicant/Sub-Grantee will:
  - (a) Identify large projects.
  - (b) Prepare, or assist in preparing, PWs for small projects.
  - (c) Address pertinent environmental and historic preservation requirements, insurance coverage, floodplain management issues and hazard mitigation opportunities.
  - (d) Report any damage that is not previously identified to the State or PAC within 60 days of the initial inspection. If warranted, the State may request an extension of time in order to report additional damage.
  - (e) Describe the pre-disaster facility, function and location (including latitude and longitude when known).
  - (f) Describe the disaster-related damage to the facility.
  - (g) Describe the repairs necessary to repair the facility to its pre-disaster design, function and capacity.
  - (h) Describe any change in the pre-disaster design of the facility that may be necessary.
  - (i) Provide details on any work that has already been completed or, if work is partially complete, what percentage of the work is complete.
  - (j) Provide a good defensible cost estimate to complete the repairs.
  - (k) Apply for and obtain all necessary permits.
  - (l) Comply with all local, State, and Federal insurance requirements.
  - (m) Submit a Request for Public Assistance form (FEMA Form 90-49). The Applicant must file a Request for Public Assistance with the State within 30 days from the date of the Federal declaration designating the area as eligible for Public Assistance. Requests submitted after this 30-day period will be reviewed and, if warranted, forwarded to FEMA for consideration. The State may ask FEMA for an extension to the filing deadline.
  - (n) Designate an Applicant's Agent. An Applicant's Principal Executive Officer or administrator must specify on the Designation of Applicant's Agent Form (DHS&EM Form 30-5), an agent as the Applicant's point-of-contact for all matters pertaining to its request for Federal assistance. If no agent is appointed, the Principal Executive Officer or administrator will be designated as the Applicant's agent.
  - (o) Be responsible for an informal review of all PWs before FEMA enters them into the Federal system (NEMIS). This is an attempt to alleviate the possibility of the Applicant filing appeals or requesting changes after the PW has already been obligated. This review should be completed within seven days of receiving the draft PW. If the Applicant does not agree



with the PW as written, they must contact DHS&EM to inform them of any discrepancies. If the Applicant does not respond to this informal review request, the PW will still be entered into the Federal system. This does not impede upon the standard 60-day appeal process that will be afforded to Applicants after they are sent the final obligated PW from DHS&EM in the grant award package.

#### **D. Project Funding and Requirements**

1. Applicants are made aware of the requirements imposed on them by Federal and State statutes, such as Allowable Costs and Cash Management Reporting throughout the Public Assistance Process. They are informed during the Applicant Briefings and when they sign the Assurances and Agreements form that is part of Appendix 3. The Applicants also receive a copy of this Administrative Plan which outlines those requirements. The responsibility for the cost share requirements outlined in 44CFR 13.24 shall be stated in the FEMA/State Agreement. Typically the State has provided the full 25 percent cost share requirement. However, if the State does not provide the full 25 percent cost share amount, the Applicant will be required to report 100 percent of the costs of each project to the State and adhere to the requirements outlined in 44 CFR 13.24. If it is agreed that the State will provide the full 25 percent cost share requirement, the funds will be generated from the State Disaster Relief Fund. The cost share shall be determined from final actual eligible project costs (whether an over-run or under-run) and will be adjusted at the time actual eligible costs for **all** Small Projects and **each** Large Project costs are determined for each Applicant/Sub-Grantee.

##### **(a) 44 CFR § 13.22 – Allowable Costs:**

- (i) Limitations on the use of funds - Grant funds may only be used for:
  - 1 The allowable costs of the grantees, Sub-Grantees, and cost type contractors, including allowable costs in the form of payments to fixed priced contractors,
  - 2 Reasonable fees or profit to cost type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or Sub-Grantee.
- (ii) Applicable Cost Principles – For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs as follows:
  - 1 State, Local or Indian Tribal Governments – OMB Circular A-87, relocated to 2 CFR Part 225
  - 2 PNP Organizations (other than an institution of higher education, hospital or organization named in OMB circular A-122 as not subject to that circular) – OMB Circular A-122, relocated to 2 CFR Part 230.
  - 3 Educational Institutions – OMB Circular A-21, relocated to 2 CFR Part 220.
  - 4 **These circulars are available on the web at:**  
<http://www.whitehouse.gov/omb/circulars/index.html>



**(b) 44 CFR § 13.37 – Sub-grants:**

- (i) States. The State of Alaska shall follow state law and procedures when awarding and administering sub-grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. The State shall:

    - 1 Ensure that every sub-grant includes any clauses required by Federal statute and executive orders and their implementing regulations;
    - 2 Ensure that Sub-Grantees are aware of requirements imposed upon them by Federal statute and regulation;
    - 3 Ensure that a provision for compliance with Sec. 13.42 is placed in every cost reimbursement sub-grant; and
    - 4 Conform any advances of grant funds to Sub-Grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.
  - (ii) All other grantees. All other grantees shall follow the provisions of this part which are applicable to awarding agencies when awarding and administering sub-grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. Grantees shall:

    - 1 Ensure that every sub-grant includes a provision for compliance with this part;
    - 2 Ensure that every sub-grant includes any clauses required by Federal statute and executive orders and their implementing regulations; and
    - 3 Ensure that Sub-Grantees are aware of requirements imposed upon them by Federal statutes and regulations.
  - (iii) Exceptions. By their own terms, certain provisions of this part do not apply to the award and administration of sub-grants:

    - 1 Section 13.10;
    - 2 Section 13.11;
    - 3 The letter-of-credit procedures specified in Treasury Regulations at 31 CFR part 205, cited in Sec. 13.21; and
    - 4 Section 13.50
2. The State will disburse funds to the Applicant after the PWs are obligated, the Applicant completes the grant application between the Sub-Grantee (Applicant) and the grantee (State), and they either request an advance, a Direct Vendor payment, a reimbursement or complete the project and submit all of the required back-up documentation. Payments will be made utilizing the following methods:
- (a) For Small Projects – Approved projects estimated to be less than the large project threshold amount established by FEMA are considered Small Projects. FEMA will adjust this amount annually to reflect changes in the Consumer Price Index for all Urban Consumers and publish it in the Federal Register before October 1. The determination of the threshold that will be used to classify a project is based on the declaration date of the disaster. (Funding for small projects will be based on the PW estimate.) The State will disburse funds to the Applicant after FEMA approves and obligates the PWs and the applicant either request an advance of funds (see page 14), requests a direct vendor payment (see Para. VI.D.2.(c)) or requests reimbursement utilizing the request for funds form (see Appendix 4). Applicants may not be required to submit all actual cost documentation for Small Projects. Applicants will submit a Certification of Costs for Small Project Reimbursement form (see Appendix 4) to DHS&EM which summarizes eligible costs incurred by the Applicant which are being requested for payment. Applicants can only be reimbursed up to the amount of the Federal share (75% of the total project estimate). The Applicant is still responsible for retaining all costs documentation that might be required for any future audits. (see Para. VI.F.1.(f)) The State's share (25 percent) will be withheld until completion of all Small Projects, the appropriate Closeout forms are provided to the State, and any Final Inspections deemed

necessary are completed. If a Final Inspection is completed, the SPAO will review and collect a random sampling of actual cost documentation that was reported as being expended for disaster repairs. If problems are found, the sample size may be expanded. With the exception of Cost Over-Runs (see Para. VLF.1.(c)), final payments for Small Projects are based on the estimated costs outlined in the PW, regardless of the final cost incurred by the Applicant. The State may conduct final inspections of all small projects upon completion of the Applicant's last small project. Standards for financial management systems are found specifically in 44 CFR §13.20(a) and (b).

- (b) For Large Projects – Approved projects estimated to be equal to or greater than the large project threshold amounts are considered large projects. FEMA will adjust this amount annually as indicated in the preceding section numbered “a.” The determination of the threshold that will be used to classify a project is based on the declaration date of the disaster. Large project funding is based on documented actual costs. Because of the complexity and nature of most large projects, however, work typically is not complete at the time of FEMA approval. Therefore, large projects initially are approved based on estimated costs. Funds generally are made available to the Applicant on a progressive payment basis as work is completed (up to 75 percent of the total PW amount). When all work associated with the project is complete, the State performs a reconciliation of actual costs and transmits the information to FEMA for final funding adjustments. Approved final funding will be obligated to the State following FEMA's approval of the PW. The State will disburse funds to the Applicant after FEMA approves and obligates the PWs, the Applicant completes the grant application between the Sub-Grantee (Applicant) and the grantee (State), and they either request an advance or complete the project and submit all of the required back-up documentation. The State may advance up to 30 percent of the PW estimate.
  - (c) For Advance of Funds – Upon the Applicant's submittal of a “Request for Funds” form (DHS&EM Form 30-3), the State may advance an Applicant up to 30 percent of the total PW cost estimate which should be used within 30 days of receipt. The Applicant must have a basis for the requested funds, such as anticipated contractor bills, or force account payrolls to meet. Any amount not expended within the 30-day time frame, must be returned to the State immediately. Failure to comply with this requirement may jeopardize the Applicant's grant funds and will require it to report and return interest earned while these funds were on deposit in an interest bearing account. (Deposit in an interest-bearing account is required.) An Applicant may request an additional 30 percent advance payment of funds on the PW by completing an additional “Request for Funds” form and providing all back-up documentation to substantiate expenditures for all previous advances. The total of all advances for any one PW will not exceed 75 percent of the PW amount. An advance request will be processed for payment after it has been approved by the State. **The Applicant must report on advance funds within 60 days of receipt, detailing how the total amount of the advance was expended.** This must include actual cost documentation for work performed utilizing the advance funds (i.e.; invoices, timesheets, etc.) If the cost documentation is not received within the deadline associated, DHS&EM may start collection proceedings and closeout the Applicant's project file. No additional advances will be issued until complete documentation of the expenditures of all prior advances has been received by DHS&EM. Furthermore, Applicant shall return interest earned on advance funds not expended by the 30-day deadline before requesting additional cash payments. State agencies are ineligible for advances as their funding is provided through a Reimbursable Service Agreement (RSA) contract.
3. Direct Vendor Payments – Sub-Grantee's may request that some costs incurred for eligible work performed be paid directly to the vendors who provided the goods or services. Applicants who request this method of payment must complete and sign the “Request for Direct Vendor Payment” form. Additionally, the Applicant must submit any original

invoice(s) or certified original copies of invoice(s) signed by the vendor. Any costs included in the invoice(s) deemed ineligible under the project scope of work will remain the responsibility of the Applicant for payment.

4. If the State determines that it is necessary to de-obligate Public Assistance grant funds appropriated for a particular Applicant and project, due to non-compliance with programmatic requirements, it will be accomplished utilizing the De-obligation Checklist (see Appendix 5).
5. The State will conduct periodic systems reconciliations between programs and finances in the State by comparing records found in NEMIS with accounting records of the State quarterly.
6. Immediate Needs Funding (INF) – This is a partial advance on emergency work items identified during the Preliminary Damage Assessment (PDA). When a PDA is conducted, only those eligible Applicants who were surveyed are eligible to receive INF. If a PDA has not taken place, the State may identify eligible Applicants to receive INF funding. The State may request funding for these Applicants on their behalf. INF is designed to assist the Applicant in dealing with its urgent needs that will require payment within the first 60 days after the declaration. It is not intended for those items that involve Special Considerations or items of work that will require longer than 60 days to complete. These items will be funded in the normal manner as individual projects. INF is calculated using the following formula:

Emergency work amount x 50% x 75% (appropriate Federal cost share) = INF

7. Reviewing Insurance Requirements – The State shall participate with FEMA during the review of Applicant insurance coverage.
  - (a) 44 CFR, 206 Subpart I establishes requirements which apply to disaster assistance provided by FEMA prior to approval of a FEMA grant for the repair, restoration or replacement of an insurable facility or its contents damaged by a major disaster.
    - (i) Eligible costs shall be reduced by the amount of any insurance recovery actually received or anticipated relating to eligible costs. FEMA will base its determination of eligible costs on whether the insurance settlement is reasonable and proper.
    - (ii) The full coverage available under the standard flood insurance policy from the National Flood Insurance Program (NFIP) will be subtracted from otherwise eligible costs for an insurable facility and its contents within the special flood hazard area.
    - (iii) If eligible damages are greater than \$5,000, an Applicant must obtain and maintain insurance to cover the facility for the hazard that caused the loss in the amount of the eligible damage to the facility.
      - 1 If a facility meets the requirements of 7(a)(iii) above, DHS&EM will send, through certified mail, a letter to the Applicant informing them of the requirement to obtain and maintain insurance on their facility in order to receive a grant award for future assistance. Enclosed with the letter will be a copy of the Insurance Commitment Certification form.
      - 2 The PW will not be obligated by FEMA until the Applicant signs and returns the form to DHS&EM.
      - 3 No funds will be made available to the Applicant on future disasters of the same type until actual documentation is received which provides information sufficient in detail that insurance has actually been provided for the damaged facility, or extraordinary circumstances prohibit obtaining insurance and appropriate documentation to support this is provided to DHS&EM.
      - 4 An applicant is exempt from the insurance purchase requirements for projects where the eligible damage (before any reductions) is less than \$5,000.00 or for facilities which, in the determination of the State Insurance Commissioner, the

- type and/or extent of insurance being required by FEMA are not reasonable (does not apply to facilities insurable under the NFIP).
- 5 For the purposes of the Public Assistance Program, only State's can utilize self-insurance option to satisfy the insurance purchase requirement.
- 6 The Applicant and facility information will then be entered into DHS&EM's Insurance Tracking spreadsheet for future reference.
- 7 **See 44 CFR 206.250-253 or pages 119-123 of the Public Assistance Guide for further information and exceptions.**
- (iv) Assistance will not be provided under Section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of previous assistance has been obtained and maintained. The deductible amount or damages in excess of the NFIP limits or for flood damaged items not covered by standard NFIP policy will be eligible.
- (b) The State will make every attempt to identify facilities with a current insurance policy in effect at the time of the disaster. This process will be initiated once a facility is identified as being damaged and covered under a disaster declaration. Applicants will be required to provide all available insurance information upon request. The State will make an initial review of the insurance documents and information gathered and renders a preliminary recommendation to FEMA. The State will rely on a FEMA Insurance Specialist to make any final determinations on how the insurance may impact project funding. Applicants will be required to provide the following items to the State as soon as possible:
- (i) Pertinent insurance information;
  - (ii) Copy of Insurance policy;
  - (iii) Statement of Loss;
  - (iv) Information on anticipated Insurance proceeds; and
  - (v) Details on any Insurance settlements.
8. Recoupment of Federal Funds - The Applicant will be notified as soon as possible if an approved PW is totally or partially de-obligated. Reimbursement by the Applicant to the State will be requested once a supplemental PW de-obligating the approved funding is processed. If the discovery of the overpayment occurs when the disaster is still open and the funds are already drawn down from SMARTLINK, DHS&EM would reduce the next SMARTLINK drawdown by the amount overpaid to the Applicant. If the disaster is closed and DHS&EM discovers an overpayment, the funds will be returned to FEMA via a warrant within 30 days of the discovery.

## **E. Project Performance**

1. The State will utilize the following procedures when processing requests from Applicants regarding "Improved" and "Alternate" Projects, Appeal Requests and Decisions, Time Extensions, Cost Over-runs, and Scope of Work Revision Requests during the performance of a grant. The following provides further details to each specific request:
- (a) **Improved Projects:** When performing restoration work on a damaged facility, an Applicant may decide to use the opportunity to make improvements to the facility.
- (i) An Applicant may request an improved project for either a small or large project, but is limited to Category C-G projects only.
  - (ii) All improved projects must be approved by DHS&EM utilizing the Improved Project Checklist (see Appendix 5) prior to starting the improved portion of the proposed work.
  - (iii) Requests for Improved Projects must be submitted to DHS&EM in writing and must contain the following:
    - 1 A reason for requesting the improved project;



- 2 A description of the proposed work;
  - 3 A schedule of work;
  - 4 A cost estimate; and
  - 5 Information adequate to establish compliance with special requirements including, but not limited to, floodplain management, environmental assessment, protection of wetlands, endangered species, and insurance.
- (iv) The improved facility must have the same function and at least the same capacity as that of the pre-disaster facility.
  - (v) Funding for such improved projects is limited to the cost estimate outlined in the original PW.
  - (vi) Exceptions to these requirements are improvements associated with required Codes and Standards as outlined in 44 CFR 206.226 (d).
  - (vii) Once the request is submitted to DHS&EM, the SPAO will review the request to ensure that all required information is contained in the request. If it is determined that there is a significant change from the pre-disaster configuration (different location, footprint, or size) the State will forward the request to FEMA with a recommendation for FEMA review prior to construction to ensure completion of the appropriate environmental and/or historical review. If the request is denied, the SPAO must submit a letter to Applicant informing them that their request is denied. This letter should contain information on why it was denied and the appropriate appeal procedures.
  - (viii) Funding for Improved Projects is typically limited to the estimated amount outlined in the original PW. (See Public Assistance Guide page 110-111)
  - (ix) Requests for Improved Projects will be logged in a Monthly Status Report that will be submitted by each SPAO to the Recovery Section Supervisor. The average number of days to answer the request for an Improved Project may vary, but should be responded to by the SPAO in a timely manner.
- (b) **Alternate Projects:** An Applicant may determine that the public welfare would not be best served by restoring a damaged facility or its function to the pre-disaster design. In this event, the Applicant may use the Public Assistance grant for that facility for other purposes.
- (i) An Applicant may request an alternate project for either a small or large project, but is limited to Category C-G projects only.
  - (ii) All alternate projects must be approved by DHS&EM utilizing the Alternate Project Checklist (see Appendix 5) prior to construction.
  - (iii) Requests for Alternate Projects must be submitted to DHS&EM in writing within 12 months following the Kick-Off Meeting and must contain the following:
    - 1 A reason for requesting an alternate project;
    - 2 A description of the proposed work;
    - 3 A schedule of work;
    - 4 A cost estimate; and
    - 5 Necessary assurances to document compliance with special requirements including, but not limited to, floodplain management, environmental assessment, protection of wetlands, endangered species, and insurance.
  - (iv) Alternate projects are eligible for 90 percent of the approved Federal share of the estimated eligible costs associated with repairing the damaged facility to its pre-disaster design, or the actual costs of completing the alternate project, whichever is less. The proposed alternate project may not be located in the regulatory floodway and will have to be insured if located in the 100-year floodplain. Funding may not be used for operating costs or to meet the State or local share requirement on other public assistance projects or projects that utilize other Federal grants. In general, they may be used for capital projects such as facilities or equipment. 406 Hazard



- Mitigation funds cannot be applied to an alternate project. An environmental assessment will be performed for all alternate projects.
- (v) Alternate projects for PNP Applicants must be for facilities that would be eligible for assistance as outlined in the State Public Assistance Plan. Private non-profit facilities are only eligible for 75 percent of the approved Federal share.
  - (vi) Once the request is submitted to DHS&EM, the SPAO will review the request to ensure that all required information is contained in the request, make a recommendation on behalf of the State, and then forward the request and the State's recommendation to FEMA for a decision.
  - (vii) If the request is denied, the SPAO must submit a letter to Applicant informing them that their request is denied. This letter should contain information on why it was denied and the appropriate appeal procedures.
  - (viii) Requests for Alternate Project will be logged in a Monthly Status Report that will be submitted by each SPAO to the Recovery Section Supervisor. The average number of days to answer the Request for an Alternate Project may vary but should be responded to by the SPAO in a timely manner.
- (c) **Requests for Reconsideration/Appeals and Decisions:** An eligible Applicant may appeal any determination made by DHS&EM/FEMA relating to an application for the provisions of Public Assistance.
- (i) The following conflict resolution process should be followed to expedite funding and minimize Applicant appeals:
    - 1 The Applicant will notify the SPAO of the unresolved issues.
    - 2 The SPAO will attempt to resolve the issue with the Applicant through an informal basis. If the issues cannot be resolved, a formal request for reconsideration from the Applicant should be submitted to the SPAO. This request will be reviewed by the Recovery Unit Supervisor and Disaster Assistance Section Program Manager for potential resolution.
    - 3 The Applicant is encouraged, but not required, to follow steps 1 and 2 above before filing an appeal with the State in accordance with 44 CFR §206.206. The time limits within which an appeal must be filed are not affected by using the request for reconsideration process, and an Applicant wishing to file an appeal must meet the appeal deadlines regardless of ongoing attempts to resolve the issues.
  - (ii) If the Applicant decides not to follow steps 1 and 2 above, the Applicant will need to make a formal appeal in writing through the GAR to the Regional Administrator of FEMA. The GAR will review, evaluate, make additional investigations as necessary, and make a written recommendation on all appeals before submission to FEMA.
  - (iii) The appeal shall contain documented justification supporting the appellant's position, specifying the monetary figure in dispute and the provisions in Federal Law, regulation, or policy with which the appellant believes the initial action was inconsistent.
  - (iv) **Time limits:**
    - 1 The Applicant must submit their written appeal to DHS&EM within 60 days after receipt of a notice of action that is being appealed.
    - 2 The GAR will review and forward appeals from an Applicant, with a written recommendation, to the Regional Administrator of FEMA within 60 days.
    - 3 Within 90 days following the receipt of an appeal, the Regional Administrator of FEMA will notify the State of the disposition of the appeal.
    - 4 If appeals involve highly technical issues, the Regional Administrator of FEMA may, at his or her discretion, submit the appeal to an independent scientific, technical or legal person or group having expertise in the subject matter of the

appeal for advice or recommendation. The period for this technical review may not exceed 90 days and may be in addition to the 90-day time limit for the Administrator to render a decision.

5 The disposition of the appeal, as determined by the Regional Administrator of FEMA, is considered the first Appeal. The Applicant can submit a second appeal following the same procedures with the exception that it should be addressed to the Associate Administrator of FEMA.

6 If the appeal is denied, the SPAO must submit a letter to the Applicant informing them that their appeal is denied and provide a copy of FEMA Region X's determination and findings. This letter should contain information on why it was denied and the appropriate second appeal procedures.

7 If the Applicant decides to appeal for a second time and that appeal is denied, it will constitute FEMA's final administrative decision in accordance with 44 CFR 206. The SPAO will submit a letter informing the Applicant of the status of the second appeal, provide them with a copy of FEMA's final decision and notify the Applicant that it is the final administrative decision.

(d) **Time Extensions:** The State may grant time extensions of the completion deadlines for all Debris Removal, Emergency Work, and Permanent Work PWs (PW's).

(i) For Debris Removal and Emergency Work PWs, the State may grant an additional six months for the Applicant to complete all aspects of the Scope of Work, utilizing the Time Extension checklist (see Appendix 5).

(ii) For Permanent Work, the State may grant an additional 30 months for the Applicant to complete all aspects of the Scope of Work. The time extensions will normally be given in 12-month increments, utilizing the Time Extension checklist (see Appendix 5).

(iii) All time extension requests must be approved by DHS&EM, utilizing the Time Extension checklist (see Appendix 5), prior to the expiration of any existing deadlines.

(iv) Requests by Applicants for time extensions should include the following:

- 1 The PW number the time extension is being requested for;
- 2 The dates and provisions of any previous extensions granted;
- 3 A detailed justification for the delay and need for more time; and
- 4 A projected completion date.

(v) In order for the State to approve any time extension request made, the Applicant must be current with all Quarterly report submissions and project file requirements.

(vi) If an Applicant requests a time extension beyond the 48-month time frame from the declaration date, the SPAO must submit the request to FEMA for approval.

(vii) If an Applicant is denied a time extension for any reason, the Applicant may, upon completion of the project, be reimbursed for eligible project costs incurred only up to the latest approved completion date. If the project is not completed, no funding will be provided for the project and the State will take appropriate actions to have any funds issued to the Applicant refunded back to the State.

(viii) If the request is denied, the SPAO must submit a letter to Applicant informing them that their request is denied. This letter should contain information on why it was denied and the appropriate appeal procedures.

(ix) Requests for Time Extensions will be logged in a Monthly Status Report that will be submitted by each SPAO to the Recovery Section Supervisor. The average number of days to answer the request for a Time Extension may vary, but should be responded to by the SPAO in a timely manner. The following will provide examples of circumstances that do and do not justify approval from the State for requests for a Time Extension:

- 1 Approval Examples:
    - (a) Delays caused by weather
    - (b) Delays caused by limited construction season
    - (c) Delays caused from limited barge service in a remote community
    - (d) Other extenuating circumstances or unusual project requirements beyond the control of the Applicant
  - 2 Denial Examples:
    - (a) Requests that are not supported by a detailed justification for any delays.
    - (b) Requests that are made and past Quarterly reports submitted by the Applicant that do not show progress being made in a timely manner.
    - (c) Requests made that do not include the required information outlined in (d) (iii) above.
- (e) **Cost Over-runs:** Since the majority of PWs are based on cost estimates, there may be occasions where the Applicant incurs additional expenses that exceed the cost estimate assigned to the project.
- (i) **Large Project Cost Over-Run:**
- 1 Applicants should monitor their projects and notify the State as soon as possible if the need for additional funding is discovered. The assumption should not be made that such costs can be reported at the end of the project and that additional funds will be approved automatically.
  - 2 The Cost Over-Run Request must be in writing and contain a detailed justification for the eligibility for any additional costs in order for the State to make its recommendation to FEMA. If the increase is due to additional damage, it will be necessary for the Applicant to show how that damage is disaster related.
  - 3 The Cost Over-Run Request must be reviewed by the SPAO, utilizing the Large Project Cost Over-Run checklist (see Appendix 5), and then forwarded to FEMA with a written recommendation.
    - (a) Items that will be included with DHS&EM's written recommendation include:
      - (a) Copy of the completed Cost Over-Run checklist;
      - (b) Copies of all Summary forms submitted to date from the Applicant; and
      - (c) Copy of the Applicant's request for a cost over-run approval.
  - 4 To determine eligibility, the SPAO will assist FEMA in working with the Applicant to identify and request any additional information or documentation that may be required to render a decision.
  - 5 The accounting staff assigned to DHS&EM from Division of Administrative Services must be consulted with to keep them informed of any major funding changes.
  - 6 If the request is approved and funds are available, FEMA will write a new version to the PW adjusting the cost estimate to reflect the increased costs.
  - 7 If the request is denied, the SPAO must submit a letter to Applicant informing them that their request is denied. This letter should contain information on why it was denied and the appropriate appeal procedures.
  - 8 Requests for cost over-runs will be logged in a Monthly Status Report that will be submitted by each SPAO to the Recovery Section Supervisor. The average number of days to answer the request for a cost over-run may vary, but should be responded to by the SPAO in a timely manner.

(ii) **Small Project Cost Over-Run:**

- 1 Cost over-runs for Small Projects are handled differently. The Applicant may request supplemental funding for a net cost over run on all small projects by submitting an appeal through the State to FEMA.
- 2 A Cost Over-Run Appeal for Small Projects should only be submitted when the total cost of all small projects significantly exceeds the total cost approved for all small projects. Applicants must justify how the over-run is significant in support of their request.
- 3 The appeal should be submitted within 60 days of the completion of all of the Applicant's small projects.
- 4 The appeal must include copies of actual cost documentation for projects with a cost over-run.
- 5 The cost over-run appeal must be reviewed by the SPAO, utilizing the Net Small Project Cost Over-Run Checklist (see Appendix 5), and then forwarded to FEMA with a written recommendation.
  - (a) Items that will be included with DHS&EM's written recommendation include:
    - (a) Copy of the completed Cost Over-Run checklist;
    - (b) Copies of all Certification of Costs for Small Projects forms submitted to date from the Applicant; and
    - (c) Copy of the Applicant's request for a cost over-run approval.
- 6 If DHS&EM supports the appeal, the recommendation will include a request for a Net Small Project Cost Over-Run PW to be written covering any significant cost over-run amounts.
- 7 To determine eligibility, the SPAO will assist FEMA in working with the Applicant to identify and request any additional information or documentation that may be required to render a decision.
- 8 If the appeal is denied, the SPAO must submit a letter to Applicant informing them that their request is denied. This letter should contain information on why it was denied and the appropriate appeal procedures.
- 9 Appeals for Small Project cost over-runs will be logged in a Monthly Status Report that will be submitted by each SPAO to the Recovery Section Supervisor. The average number of days to answer the request for a cost over-run may vary, but should be responded to by the SPAO in a timely manner.

- (f) **Project Tracking:** The SPAO should develop a tracking system to monitor each PW for the disaster. At a minimum a Monthly Status report will be completed by the SPAO and utilized to capture details on the progress of each project, the status of advances, level of completeness, and category of work. A Quarterly Review will be conducted on each open Applicant/Project to ensure any issues are identified and reported to FEMA. The SPAO or other designated DHS&EM personnel may complete on-site inspections for any projects as deemed necessary by DHS&EM. The SPAO will also track any Applicant who has insurance requirements stipulated in the PW and any applicant who is in jeopardy of having funds de-obligated and projects closed, as well as those who actually have this occur. This information will be utilized to assist DHS&EM in the grant project monitoring process.
- (g) **Disposition of Equipment, Supplies and Salvaged Materials:** The State will track and document any projects which require the purchase of equipment with a value of \$5,000.00 or more. The SPAO will ensure that the requirement to purchase the equipment is noted in the PW with verbiage that discusses the various methods such equipment can be accounted for when no longer required for the project. When the project is reported as complete by the Applicant, the SPAO will request details on the disposition of the equipment and forward it to FEMA to ensure the method is adequately noted and adjustments to funding are made.



(h) **Special Sub-Grant Conditions for “High Risk” Sub-Grantee’s**

- (i) A Sub-Grantee may be considered “high risk” if DHS&EM determines that the Sub-Grantee:

- 1 Has a history of unsatisfactory performance, or
- 2 Is not financially stable, or
- 3 Has not conformed to terms and conditions of previous awards, or
- 4 Is non-compliant with single audit requirements, or
- 5 Is otherwise not responsible.

- (ii) If DHS&EM determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions or restrictions may include:

- 1 Payment on a reimbursement basis only;
- 2 Vendor Direct payments only;
- 3 Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- 4 Requiring additional, more detailed financial reports;
- 5 Additional project monitoring;
- 6 Submission of Monthly rather than Quarterly reports
- 7 Requiring the Sub-Grantee to obtain technical or management assistance;
- 8 Periodic on-site project audits; and
- 9 Establishing additional prior approvals.

- (iii) If DHS&EM decides to impose such conditions, notification to the Sub-Grantee will occur as early as possible, in writing, and provide the following:

- 1 The nature of the special conditions/restrictions;
- 2 The reason(s) for imposing them;
- 3 The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- 4 The method of requesting reconsideration of the conditions/restrictions imposed.

- (iv) Any special conditions imposed will require written acceptance of the special conditions by the Sub-Grantee. Failure to accept special conditions will result in project closure and de-obligation of funding.

- (i) **Change in Scope of Work:** During the performance of work on a project, an Applicant may discover hidden damage or additional work that is necessary to properly complete the project.

- (i) Changes in the Scope of Work may result in additional environmental/historic preservation compliance reviews and/or new permits.

- (ii) When a change in scope is discovered, the Applicant must notify the State as soon as possible. Any additional work that is being requested in addition to the original Scope of Work cannot be started until approval is granted by FEMA and included in a revised PW.

- (iii) Requests for changes in scope should include a detailed justification for the eligibility of the additional work

- (iv) If additional damage to the facility is involved, it may be necessary to show how that damage is disaster related.

- (v) The State will review the request, utilizing the Change in Scope of Work checklist (see Appendix 5), and forward the request to FEMA with written recommendation.

- (vi) Items that will be included with DHS&EM’s written recommendation include:

- 1 Copy of the Change in Scope of Work Checklist; and
- 2 Copy of the Applicant’s letter requesting the change in scope.



- (j) **Contract Requirements:** The State will utilize the following procedures with regards to Applicants who are currently utilizing or planning on utilizing contractors to complete all or portions of the work outlined in the PW's.
  - (i) If an Applicant has already awarded a contract to accomplish all or portions of the work outlined in the PW, DHS&EM will require information on the procurement method used by the Applicant, a copy of the contract and bid documents which outline the Scope of Work the contractor is to complete, and a copy of the Applicants procurement policy. This is to ensure allowable procurement methods were utilized and the contracts are eligible, as outlined in 44 CFR §13.36.
  - (ii) If the Applicant has not contracted the work, but intends to, DHS&EM will require that all bid documents be submitted to the State to review prior to the Applicant awarding a contract to ensure allowable procurement methods are utilized and the contracts are eligible, as outlined in 44 CFR §13.36.
  - (iii) If the Applicant intends to utilize Non-Competitive Proposals as the procurement method, the Applicant must complete and return to DHS&EM the Sole Source Checklist (see Appendix 4).
- (k) **Force Account Requirements:** The State will utilize the following procedures with regards to Applicants who will complete the scope of work outlined in the PW utilizing Force Account Labor, Equipment, Materials, and Rented Equipment.
  - (i) Applicants will be required to submit to the State a projected Construction Schedule which outlines the anticipated start and end dates of all work items or actions necessary to complete the project. Examples of possible items include:
    - 1 Design/Engineering;
    - 2 Mobilization/De-mobilization;
    - 3 Procurement of materials and equipment necessary to complete the work; and
    - 4 Construction.
- 2. **Time Limitations.** The State will ensure that approved work is completed within the following time frames from the date a major disaster or emergency is declared:
  - (a) Emergency Work = 6 months
  - (b) Permanent Work = 18 months
- 3. **Further Time Limitations.** DHS&EM has established various time limits the Applicant must adhere to during the Public Assistance process. These include the following:
  - (a) **Request for Public Assistance.** The Applicant must file a Request for Public Assistance with the State within 30 days from the date of the Federal declaration.
  - (b) **Identifying Additional Damages.** The Applicant has 60 days from the date of the Kick-Off Meeting to notify the State of any damages not yet reported.
  - (c) **Advance Funds.** The Applicant may be required to refund all or part of the advance unless they provide back-up documentation to the State substantiating all costs for the entire amount within 30 days of the date the Applicant received the advance or with their Quarterly report submittal for the Quarter the advance was issued, whichever is greater.
  - (d) **Alternate Projects.** All requests for alternate projects must be made within 12 months of the Applicant Briefing and approved by DHS&EM prior to construction.
  - (e) **Projects Identified as 100 Percent Complete.** When a PW is identified as 100 percent complete, (through Applicant conversations, Quarterly reports, etc.) the Applicant has 90 days to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the PW(s). If a PW was 100 percent complete prior to the PW being written, the Applicant has 90 days to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) from the time the PW is received by the Applicant. Additionally, a Project Final Narrative (DHS&EM 30-102), a Statement of Documentation (DHS&EM Form 30-4), and a Project Completion and Certification Report (FEMA P.4) certifying that all work has been completed in accordance with funding

approvals and that all claims have been paid in full must be submitted with the documentation to the State.

- (f) **Appeals.** The Applicant must file an appeal with DHS&EM within 60 days of receipt of the notice of the action or decision being appealed.
  - (g) **Quarterly Reports.** Quarterly reports are due 20 days after the quarter ends. Failure to provide quarterly reports may result in funding being withheld or withdrawn.
  - (h) **Submission of State Forms Package (Applicant's Project Application Package).** The Applicant must submit all required State forms within 30 days of receiving the Applicant's Project Application Package.
  - (i) **Time Extensions.** If extenuating circumstances or unusual project conditions exist, a time extension may be requested through DHS&EM. DHS&EM has the authority to extend the time frames for completion of debris removal and emergency protective measures by six months and permanent work by 30 months. Requests for time extensions should be submitted to DHS&EM prior to the assigned deadline. Any time extension requests that exceed these amounts will require FEMA approval.
  - (j) **Request for Information for PW Formulation.** If DHS&EM identifies areas that require further explanation, information, or documentation in order to complete the PW, the Applicant will be notified in writing that they must submit the information requested within 30 days of notification or risk having their project file closed for that particular project.
- 4. Project Completion.**
- (a) When a PW is 100 percent complete, the Applicant has 90 days to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) for Large Projects and all Certification of Costs forms for Small Projects to substantiate the eligible costs associated with the PW(s). Additionally, a Project Final Narrative (DHS&EM 30-102), a Statement of Documentation (DHS&EM Form 30-4), Certificate of Compliance (DHS&EM 30-XXX) and a Project Completion and Certification Report (FEMA P.4) certifying that all work has been completed in accordance with funding approvals and that all claims have been paid in full must be submitted with the documentation to the State. If the Applicant does not provide the required documentation within the 90-day time limit, the State may initiate the process to de-obligate all remaining funds and close the PW.
  - (b) For Large Projects, the State will audit all cost documentation and complete a Final Inspection Report (DHS&EM 30-7). If a large project was 100 percent complete at the time the PW was prepared, the eligible cost was based on actual cost information and the Applicant is not claiming additional funding, a final inspection will not be conducted; however a final inspection report will still be generated noting this information. Subsequently the State will complete a closeout package and submit it to FEMA.
  - (c) For Small Projects, if the determination is made by DHS&EM that a final inspection is required upon completion of all Small Projects, a final inspection report covering all Small Project elements will be included with the closeout package. The State may conduct a random sampling of documented costs and complete a Final Inspection Report (DHS&EM 30-7). If a final inspection is not conducted a final inspection report will still be generated noting this and will provide information to support it. Subsequently the State will complete a closeout package and submit it to FEMA.
  - (d) If an approved project is not completed, the Applicant may be required to return all funding that was provided for that project.
- 5. Grantee**
- (a) Upon completion of both small and large projects, the State will send a written "Certification of Project Completion" to the FEMA Regional Administrator.
  - (b) Small project certifications require that
    - (i) All projects were completed in accordance with FEMA approvals and,

- (ii) The State's and/or Applicant's contribution to the non-Federal share, as specified in the FEMA-State Agreement, has been executed.

Note: The small project certification is not required to specify the amount spent on projects, by Sub-Grantees.

(c) Large project certifications require that:

- (i) Reported costs were incurred in the performance of eligible work;
- (ii) The approved project was completed;
- (iii) Completed work was in compliance with the provisions of the FEMA-State Agreement; and
- (iv) Payments for the project were made in accordance with 44 CFR §13.21.

Note: An accounting of actual eligible costs for each large project is required at project completion. An accounting of eligible cost means the total amount of actual eligible costs. If actual costs exceed the approved project grant, additional information supporting and explaining the additional claimed costs is required. See cost over-runs above.

**6. Disputes/Conflict Resolution.** In order to expedite funding and minimize Applicant appeals, the following conflict resolution process should be followed:

- (a) If an Applicant Liaison has been assigned, the Applicant should notify this individual of the unresolved issue.
- (b) The Applicant Liaison should work to resolve the issue with the PAC. If the issue remains unresolved, the Applicant Liaison should notify the SPAO.
- (c) The State PAO should work to resolve the issue with the PAO.
- (d) If these steps do not result in resolution, the Applicant be referred to the appeal process.

**7. Final Inspection.**

- (a) **Large Projects.** Upon being notified by the Applicant that a large project is complete, the SPAO will make arrangements with the Applicant to conduct a Final Inspection, if required. Prior to performing the Final Inspection, the SPAO must have all of the required closeout forms from the Applicant. These include:

- (i) Statement of Documentation;
- (ii) Final Project Narrative;
- (iii) Certificate of Compliance; and
- (iv) Project Completion and Certification (P-4).
- (v) Once those forms are submitted by the Applicant, a date and time for the Final Inspection will be established. The SPAO will identify all aspects of the Scope of Work outlined in the PW and will ensure that each aspect is reviewed, photographed and otherwise verified as complete. If a portion of the Scope of Work has not been completed, the Applicant must either complete the work or make a request through the State to FEMA to have it removed from the PW. This request should include the following:
  - 1 A detailed justification of why the work was not completed;
  - 2 Estimated cost, with supporting documentation, for the work not completed; and
  - 3 If all work was verified as complete, the SPAO will fill out the Final Inspection Report, request payment of the remaining 25 percent of eligible costs, and request Project Closeout through FEMA.

- (b) **Small Projects.** Upon being notified by the Applicant that all Small Projects are complete, the SPAO may make arrangements with the Applicant to conduct a Net Small Project Final Inspection. Prior to performing the Final Inspection, the SPAO must have all of the required closeout forms for each Small Project from the Applicant. These include:

- (i) Statement of Documentation;
- (ii) Final Project Narrative;
- (iii) Certificate of Compliance; and

- (iv) Project Completion and Certification (P-4).
- (v) Once those forms are submitted by the Applicant, a date and time for the Final Inspection will be established. The SPAO will identify all aspects of the Scope of Work outlined in the PW(s) and will ensure that each aspect is reviewed, photographed and otherwise verified as complete. If a portion of the Scope of Work(s) has not been completed, the Applicant must either complete the work or make a request through the State to FEMA to have it removed from the PW. This request should include the following:
  - 1 A detailed justification why the work was not completed.
  - 2 Estimated cost, with supporting documentation, for the work not completed.
  - 3 If all work was verified as complete, the SPAO will fill out the Final Inspection Report for submission to FEMA with request for Final Payment and Project Closeout.

#### **F. Records and Reports**

1. SPAOs are responsible for grant and project management of all Sub-Grantees. SPAOs ensure projects are being completed as outlined in the PW's scope of work, narrative and fiscal reports are timely and documentation is received for all expenditures. The State will attempt to minimize the time elapsing between the transfer of funds from FEMA and disbursement to Applicants. This will be accomplished through the ability of Applicants to request "Advance Funds," monitoring Quarterly report information for costs incurred by the Applicant, and advising Applicants of impending deadlines associated with the completion of both Emergency and Permanent work. Sub-Grantees are required to submit quarterly reports to DHS&EM 20 days after the quarter ends. Failure to provide quarterly reports will result in funds being withheld or withdrawn. Sub-Grantees are required to submit all invoices, timesheets, payroll reports and other backup documentation to support their reimbursement claims. Large projects are inspected and an on-site monitoring review is done for each Applicant prior to final payment of 25 percent of project estimates. All records are kept for three years following the closeout of the disaster. State financial status reports are prepared by the finance section and narrative reports are prepared by the SPAO for each open disaster. These reports are submitted to FEMA the following month of each quarter.
  - (a) Progress Reports – The State will submit a quarterly progress report to FEMA, which will contain the status of all large projects which have not received final payment. The first quarterly report will be submitted three months from the date the JFO opened or on a quarterly schedule mutually agreed upon between FEMA and the State.
  - (b) The Sub-Grantees will submit a quarterly progress report to the State (DHS&EM Form 30-60). The SPAO will make the request as soon as possible following the end of the quarter requiring the report. Once the quarterly report is received, the SPAO will review it to ensure it was correctly and completely filled out. If any information is missing, the SPAO will contact the Applicant to get the quarterly report filled out correctly. The first quarterly report will be submitted three months from the date the JFO opened or on a quarterly schedule mutually agreed upon by FEMA and the State. Failure to provide quarterly reports will result in funding being withheld or withdrawn. Quarterly reports are due 20 days after the quarter ends. All requests for advances, payments, time extensions, etc. will not be processed unless all quarterly reports have been submitted. The SPAO will inform all Applicants that did not submit a quarterly report of the possible effects this may have on their grant and make an additional request for them to submit a report. If the Applicant continues to not submit a quarterly report, the SPAO will follow the de-obligation procedures.
  - (c) Financial Status Report (SF 269/SF 269A or FEMA 20-10) – The State shall submit the financial reports to the FEMA regional office 30 days after the end of the first Federal quarter following the initial grant award. The State will submit financial reports to FEMA at least quarterly. Thereafter, reports are due January 30, April 30, July 30 and October 30.



Financial Status Reports must permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes. The reports shall include a breakout of expenditures considered to be statutory administrative costs and/or state management costs under 44CFR § 206.207.

- (d) Closeout – The State will close each Applicant once its small and large projects are closed out. Small projects will be closed out in accordance with 44 CFR § 206.205 (a) after the State has determined that all work has been completed, all necessary documents have been received, and any appeal for small project over-runs has been reconciled. Large projects will be closed out individually in accordance with 44 CFR § 206.205 (b), after the State has determined that all work has been completed, all necessary documents have been received, the costs for each individual large project have been reconciled, all project payments have been made, and no further action is pending or anticipated (including litigation or lawsuits). The State will notify FEMA when all eligible funds have been paid to an Applicant and request Applicant closeout. When all Applicants have been closed-out and all eligible Grantee funding has been reconciled (including statutory administrative costs and/or state management costs) the State will request that FEMA closeout the Public Assistance Program for the disaster.
  - (i) The closeout of a grant does not affect:
    - 1 The Federal agency's right to disallow costs and recover funds on the basis of a later audit or other review;
    - 2 The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
    - 3 Records retention as required by 44 CFR, § 13.26;
    - 4 Property management requirements in 44 CFR § 13.31 and § 13.32; or
    - 5 Audit requirements in 44 CFR, § 13.26, and OMB Circular A-133.
- (e) Procedure for preparing and submitting Federal Cash Transaction Report – Disaster management accounting staff will submit the Federal Cash Transaction Report (PSC 272) the month following the end of each quarter. A certified copy of PSC 272 is faxed to the Division of Payment Management and the FEMA Accountant.
- (f) Record Retention – The Applicant will be required to keep complete records of all work (i.e. receipts, checks, job orders, contracts, equipment usage documentation, and payroll information) funded under the Public Assistance Program for a minimum of three years. The start date is determined by the date FEMA acknowledges closing the applicant for the disaster. During this three-year period, all approved PWs are subject to Federal and State reviews or audits. DHS&EM will confirm by letter to applicants, of the start date for record retention period to begin.

## **G. Audits**

Audit requirements will be in accordance with 44 CFR part 14 and OMB Circular A-133. Grantee and Sub-Grantees which expended \$500,000 or more of Federal funds in Grantee and Sub-Grantee fiscal year are required to have a single audit done for that year. Single audit reports are submitted to the State's single audit coordinator, Colleen Campbell, phone: 907-465-4666. The State's single audit coordinator will distribute a copy of the single audit report to each department. The department's single audit representative will notify the division's program managers when Sub-Grantee audits contain adverse findings and reportable conditions. Corrective actions will be required of Sub-Grantees within a six-month time frame, or further actions will be taken.

- 1. Single audit requirement information is included in the Sub-Grantee grant application and in the Assurance and Agreement document. All Applicants sign acceptance of these requirements prior to receipt of approved PWs.



2. Sub-Grantee grant management deficiencies identified through ongoing DHS&EM sub-recipient monitoring will be reported to Applicant's signatory official for corrective actions. If deficiencies are not corrected, the Governor's Authorized Representative will provide formal notification to Applicant of withdraw of funding for project and notification to the State's Single Audit Coordinator for potential further action.
3. Audit findings issued to the State through a State Legislative Audit or Federal Office of Inspector General Audit will be addressed within six months. The Governor's Authorized Representative is responsible for ensuring resolution of audit findings and corrective actions to prevent future audit deficiencies.

#### **H. Financial Management**

1. State and Federal expenditures and revenues are tracked within the Alaska State Accounting System (AKSAS) using numerous structures. These structures include appropriations, collocation codes, ledger codes, and program codes. An appropriation number will be assigned for each disaster for each Federal and state program. Each appropriation will receive an authorization for revenue based on the State's finance plan for the disaster. A collocation code is assigned to each type of Federal program in each disaster. Each project will be assigned a program code. Program codes for projects will have an encumbrance placed based on the estimated costs of the PW. The encumbrance commits funding from the overall authorization located at the appropriation level. DHS & EM will submit request for payment for each project to finance section. Finance section will assign the collocation code and program code. After the payment is processed from the encumbrance, a copy of financial transaction report will be provided to DHS&EM to ensure payments are made from appropriate program codes and encumbrances. The financial transaction reports are filed within each PW file. Finance section will process and submit drawdown request to the Division of Treasury after payments are made.
2. The requirements for the State to describe procedures for addressing excess cash not needed for immediate cash disbursement and for immediately returning any Federal funds that are in excess to the program needs are not applicable. The State only draws down funding when expenditures are incurred. Therefore, there will not be instances where excess cash will be available.
3. The State will return any additional Federal funds identified after closeout by issuing a warrant from the State payable to FEMA as soon as practicable after discovery. The warrant will be supported with a letter explaining the details and reasons for the return of funding.

SPAOs are responsible for grant management of all PWs. They ensure projects are being completed as outlined in the scope of work, reports are timely and documentation is received for all expenditures. Request for reimbursements from Applicants on a PW are reviewed and approved by three levels: the SPAO, the Recovery Unit Supervisor, and the Disaster Assistance Section Program Manager. The request with full documentation is then audited by the Disaster Accountant in Finance to ensure compliance and then final approval is given by the Governor's Authorized Representative prior to payment.

The State of Alaska will seek reimbursement from FEMA after the payment to the Applicant is processed. No interest will be remitted to FEMA since the State of Alaska does not request Federal funds in advance.

The real and personal property acquired with the Federal grant funds will be maintained on inventory following State of Alaska or local procurement guidelines to include serial number, property identification tag, location, cost, date, and other tracking data. A physical inventory will be conducted annually and reconciled with property records every two years.

State or local procurement regulations will be followed when purchasing property, equipment, goods, and services. A purchase order and/or delivery order is issued and must be approved by authorized personnel. Small purchase order (\$100,000 or less) price quotations will be obtained from an adequate number of qualified sources. Purchases above \$100,000 will be bid competitively.

FEMA will provide the Disaster Assistance Section Program Manager a statement of accounts for each disaster to be closed. After a concurrence audit, a DHS&EM Director concurrence letter will be provided to FEMA Region X who will then formally close the disaster and notify DHS&EM.

## **VII. PLAN DEVELOPMENT AND MAINTENANCE**

- A.** The State will annually submit a plan and amendments for each disaster for which Public Assistance is included. Revisions will be forwarded to the Regional Administrator of FEMA for approval.
- B.** The State will amend this plan whenever necessary to reflect current policy guidelines and any new or revised Federal statutes or regulations or a material change in any State law, organization, policy, or State agency operation that is relevant to the State's administration of the PA program. The State will obtain FEMA approval of the amended plan and its effective date.

## **APPENDIXES**

- (i) Appendix 1 – Organizational Chart
- (ii) Appendix 2 – Applicant Checklist
- (iii) Appendix 3 – Sample Project Application
- (iv) Appendix 4 – Sample Grant Award Package
- (v) Appendix 5 – Checklists

## **APPENDIX 1**

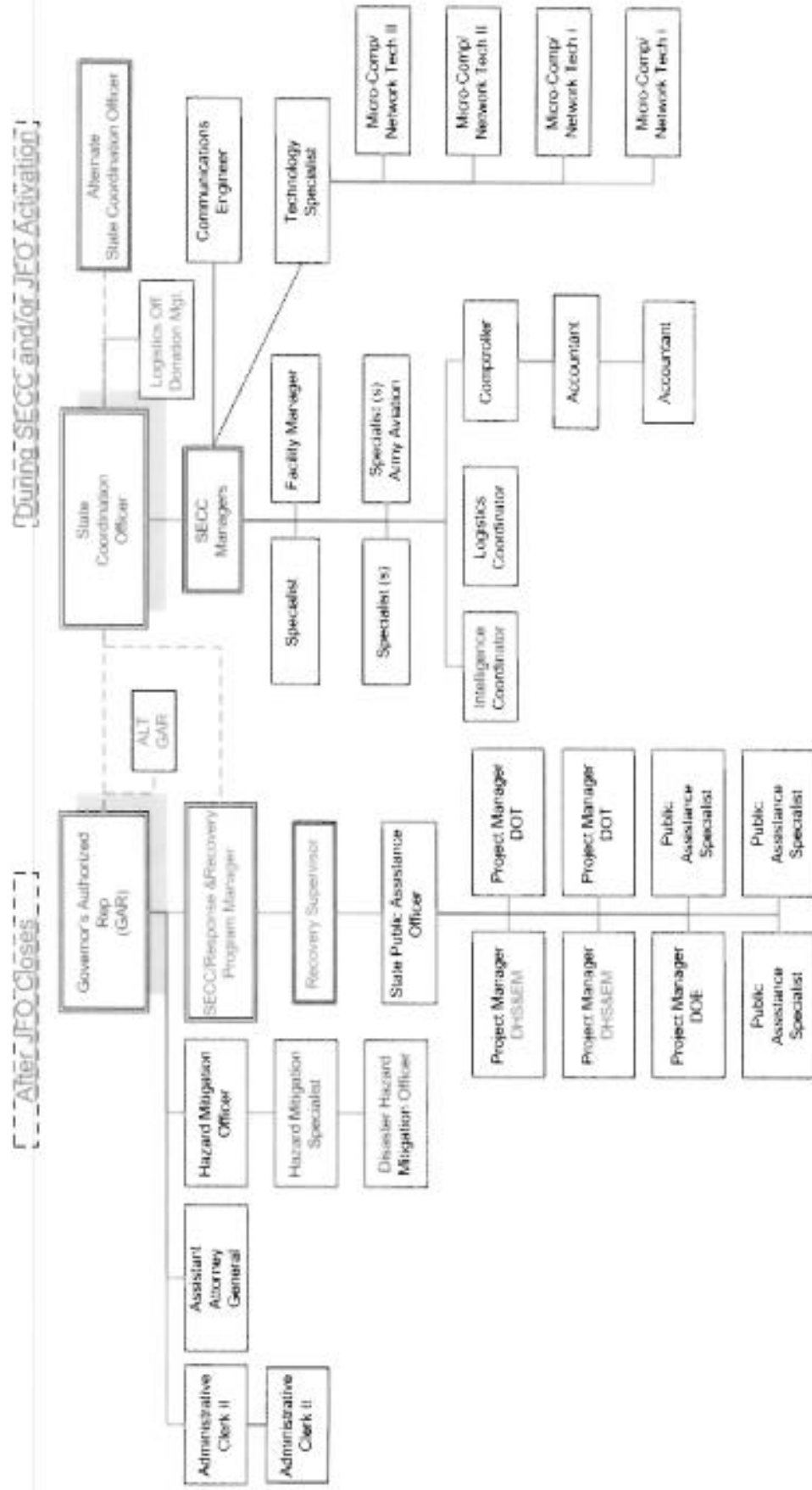
### **ORGANIZATION CHART**

**(A1-1, Response and Recovery)**

**(A1-2, Alaska Division of Homeland Security & Emergency Management)**

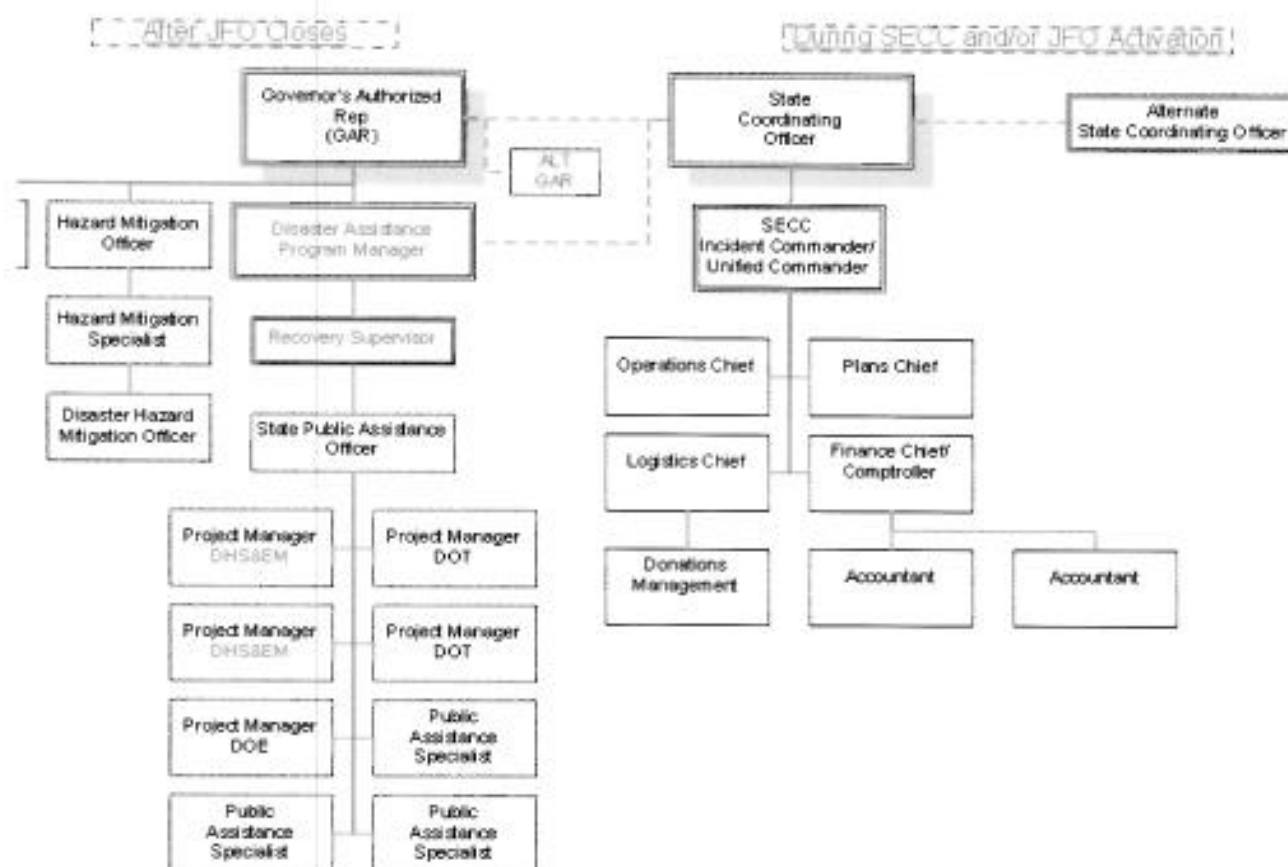
Staffing for managing of the Public Assistance (PA) program is done with Full Time State staff. Only their eligible overtime will be charged to this program's administrative allowance if applicable. Temporary hires assigned to assist with the program will have their entire costs charged to the program as will any contractors hired to assist with the program. The State also employs several full time staff that are funded only for work on disasters. Their salary (regular and overtime) will be charged directly to this program when they actually perform work in the program. They are directed to track their time by half-hour segments for all activities. Eligible staff time and other costs will be explained in the Grant Management Project Worksheet. A copy of the Division's current organizational chart is attached for reference.

# Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management Response and Recovery





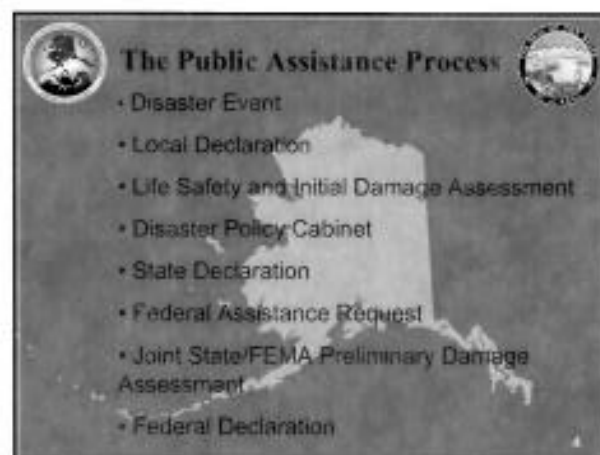
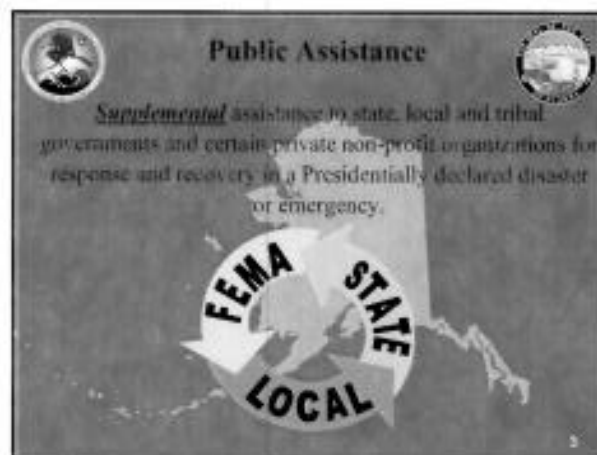
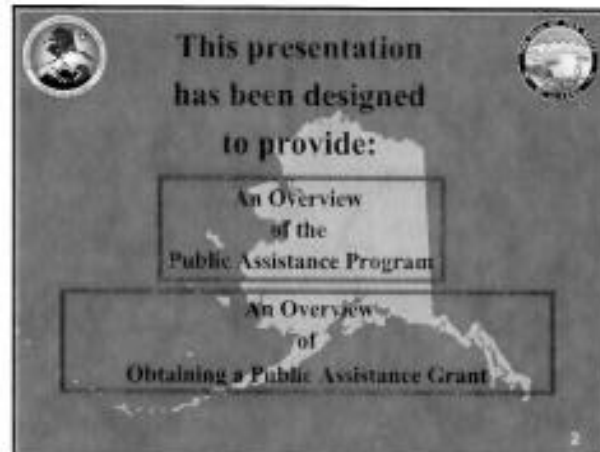
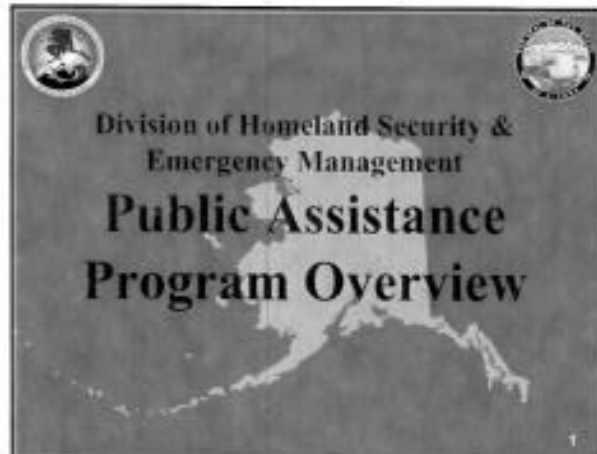
**Department of Military and Veterans Affairs  
Division of Homeland Security and Emergency Management  
Response and Recovery**





## **APPENDIX 2**

### **APPLICANT'S BRIEFING**

# Public Assistance Program Briefing

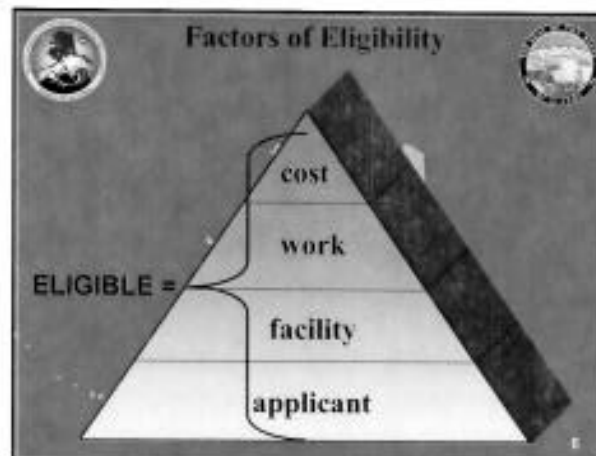
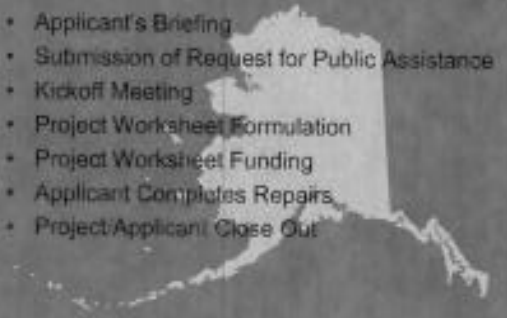


# Public Assistance Program Briefing



## The Public Assistance Process

- Applicant's Briefing
- Submission of Request for Public Assistance
- Kickoff Meeting
- Project Worksheet Formulation
- Project Worksheet Funding
- Applicant Completes Repairs
- Project/Applicant Close Out



## Eligible Applicants

- **State Government Agencies**
  - Administration
  - Education and Early Development
  - Environmental Conservation
  - Fish and Game
  - Military & Veterans Affairs
  - Natural Resources
  - Public Safety
  - Transportation & Public Facilities
  - University of Alaska





## Eligible Applicants

- **Local Government Agencies**
  - Towns
  - Cities
  - Boroughs
  - Municipalities
  - Local Public Authorities
  - Councils of Government
  - Special Districts (Organized under State law)
  - School Districts
  - Rural or unincorporated communities represented by the State as political subdivisions of the State



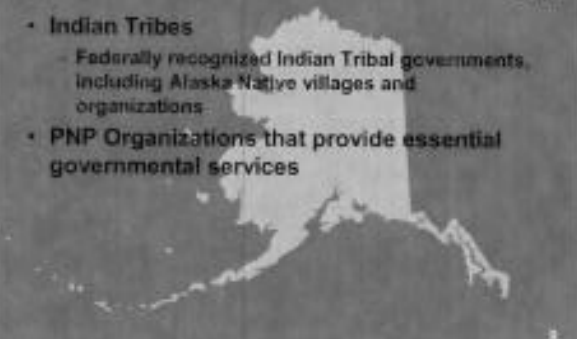


# Public Assistance Program Briefing





## Eligible Applicants

- **Indian Tribes**
  - Federally recognized Indian Tribal governments, including Alaska Native villages and organizations
- **PNP Organizations that provide essential governmental services**

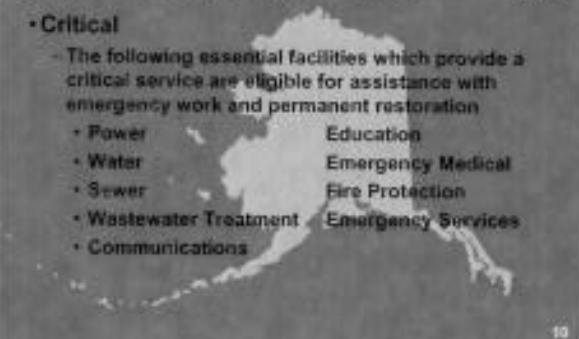


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## Private Non-Profit Critical/Non-Critical

- **Critical**
  - The following essential facilities which provide a critical service are eligible for assistance with emergency work and permanent restoration
    - Power
    - Water
    - Sewer
    - Wastewater Treatment
    - Communications
    - Education
    - Emergency Medical
    - Fire Protection
    - Emergency Services

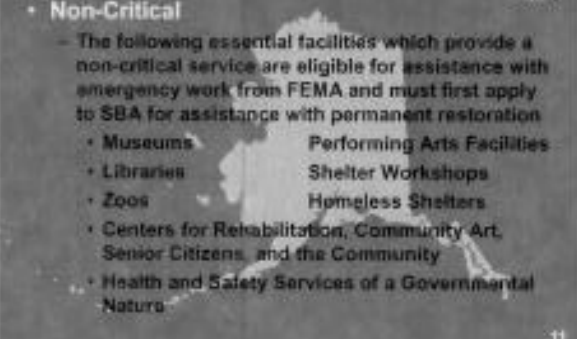


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## Private Non-Profit Critical/Non-Critical

- **Non-Critical**
  - The following essential facilities which provide a non-critical service are eligible for assistance with emergency work from FEMA and must first apply to SBA for assistance with permanent restoration
    - Museums
    - Libraries
    - Zoos
    - Centers for Rehabilitation, Community Art, Senior Citizens, and the Community
    - Health and Safety Services of a Governmental Nature
    - Performing Arts Facilities
    - Shelter Workshops
    - Homeless Shelters

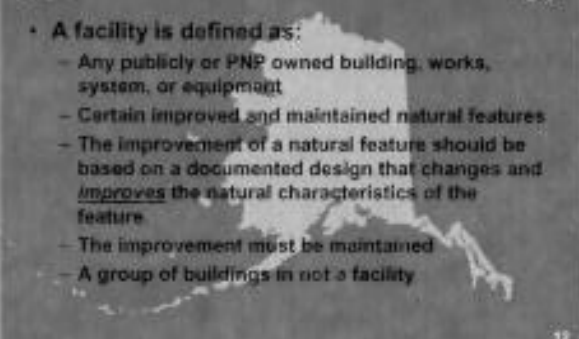


11



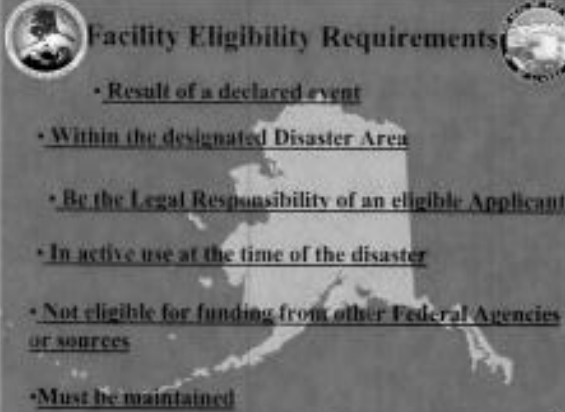
## Facility Eligibility

- **A facility is defined as:**
  - Any publicly or PNP owned building, works, system, or equipment
  - Certain improved and maintained natural features
  - The improvement of a natural feature should be based on a documented design that changes and improves the natural characteristics of the feature
  - The improvement must be maintained
  - A group of buildings is not a facility



12

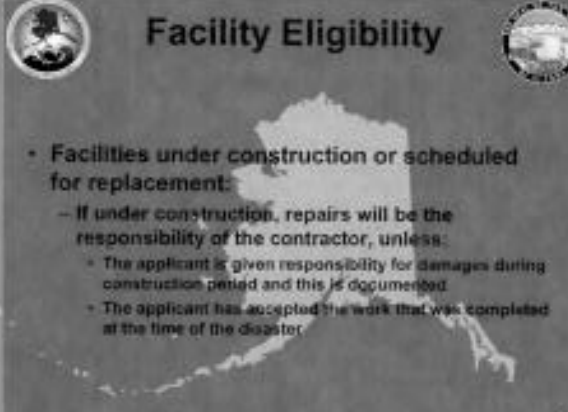
# Public Assistance Program Briefing



**Facility Eligibility Requirements**

- Result of a declared event
- Within the designated Disaster Area
- Be the Legal Responsibility of an eligible Applicant
- In active use at the time of the disaster
- Not eligible for funding from other Federal Agencies or sources
- Must be maintained

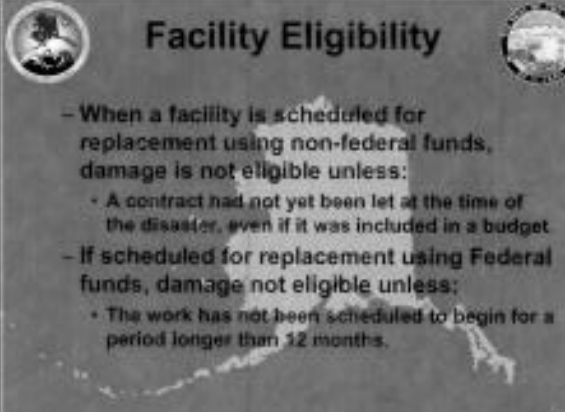
13



**Facility Eligibility**

- **Facilities under construction or scheduled for replacement:**
  - If under construction, repairs will be the responsibility of the contractor, unless:
    - The applicant is given responsibility for damages during construction period and this is documented
    - The applicant has accepted the work that was completed at the time of the disaster

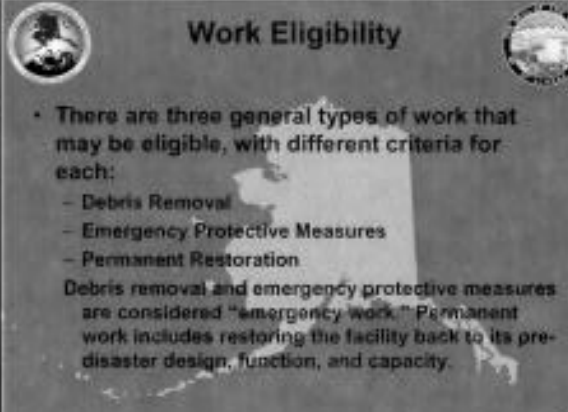
14



**Facility Eligibility**

- When a facility is scheduled for replacement using non-federal funds, damage is not eligible unless:
  - A contract had not yet been let at the time of the disaster, even if it was included in a budget
- If scheduled for replacement using Federal funds, damage not eligible unless:
  - The work has not been scheduled to begin for a period longer than 12 months

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**Work Eligibility**

- There are three general types of work that may be eligible, with different criteria for each:
  - Debris Removal
  - Emergency Protective Measures
  - Permanent Restoration

Debris removal and emergency protective measures are considered "emergency work." Permanent work includes restoring the facility back to its pre-disaster design, function, and capacity.

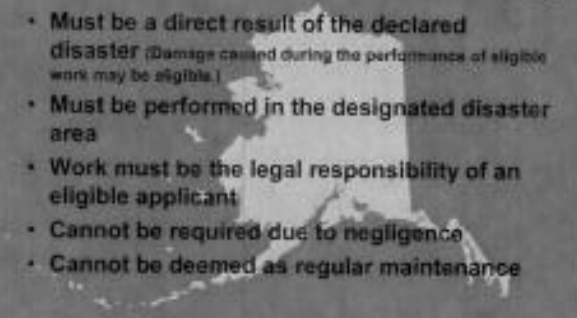
16

# Public Assistance Program Briefing





## Work Eligibility

- Must be a direct result of the declared disaster (Damage caused during the performance of eligible work may be eligible.)
- Must be performed in the designated disaster area
- Work must be the legal responsibility of an eligible applicant
- Cannot be required due to negligence
- Cannot be deemed as regular maintenance

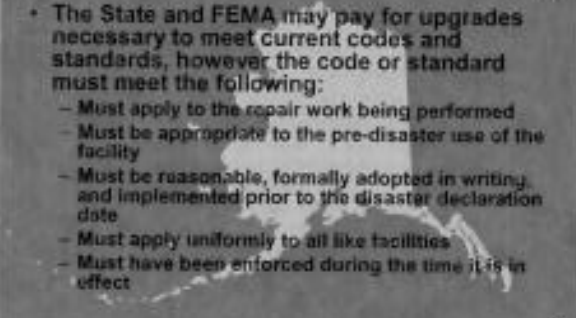


17





## Work Eligibility

- The State and FEMA may pay for upgrades necessary to meet current codes and standards, however the code or standard must meet the following:
  - Must apply to the repair work being performed
  - Must be appropriate to the pre-disaster use of the facility
  - Must be reasonable, formally adopted in writing, and implemented prior to the disaster declaration date
  - Must apply uniformly to all like facilities
  - Must have been enforced during the time it is in effect

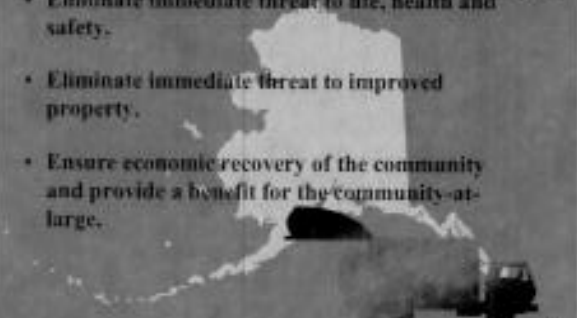


18





## Debris Removal

- Eliminate immediate threat to life, health and safety.
- Eliminate immediate threat to improved property.
- Ensure economic recovery of the community and provide a benefit for the community-at-large.




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## Emergency Protective Measures

- Eliminate or reduce an immediate threat to life, public health or safety.
- Eliminate or reduce an immediate hazard that threatens significant damage to improved public or private property.



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# Public Assistance Program Briefing



## Emergency Protective Measures


- Examples:
  - Warning devices (barricades, signs, etc.)
  - Search and Rescue
  - Provisions for shelters or emergency care
  - Sandbagging
  - Provision for food, water, ice, and other essential needs
  - Emergency Repairs
  - Construction of Emergency protective measures
  - Activating an EOC

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## Permanent Work

- Road and Bridge Systems
- Water Control Facilities
- Public Buildings/Equipment
- Public Utilities
- Other (Parks, Recreation)




22





## Eligible Permanent Work

- Repair, restore or replace damaged facilities in accordance with regulations.
- Restore to pre-disaster design & function.
- Apply current codes and standards.
- May include cost effective hazard mitigation measures.



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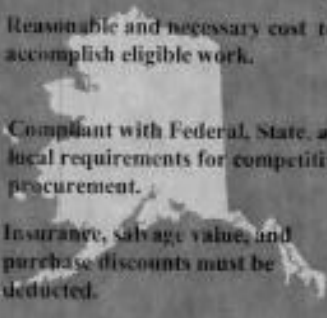

## Permits

- Applicants are responsible for obtaining all required permits in accordance with local, State, or Federal regulations.
- You risk losing Federal (FEMA) and State grant funding if work is completed without obtaining proper documents, i.e. permits.
- Applicants must certify that all required permits were obtained.

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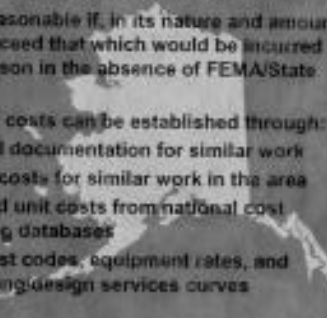

# Public Assistance Program Briefing



## General Cost Eligibility

- ✓ Reasonable and necessary cost to accomplish eligible work.
- ✓ Compliant with Federal, State, and local requirements for competitive procurement.
- ✓ Insurance, salvage value, and purchase discounts must be deducted.



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## Reasonable Cost Determination

- A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the absence of FEMA/State funding.
- Reasonable costs can be established through:
  - Historical documentation for similar work
  - Average costs for similar work in the area
  - Published unit costs from national cost estimating databases
  - FEMA cost codes, equipment rates, and engineering/design services curves

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## Eligible Direct Costs

- Salaries, wages and fringe benefits (for emergency work, only overtime including fringe benefits is eligible for permanent employees).
- Materials
- Applicant owned equipment (FEMA Rates apply unless FEMA approves applicant rates. Rates used for an average.)
- Rented equipment
- Contract costs incurred for eligible work, including engineering/design services.

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## Eligible Direct Costs

- Engineering and Design Services – Cost of basic E and D services on complex construction projects. Services include:
  - Preliminary engineering analysis
  - Preliminary design
  - Final design
  - Construction inspection
- Special Services – Surveys, soil investigations, feasibility studies
- Construction Management
- Project Supervision and Direct Grant Management Costs

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# Public Assistance Program Briefing



## Ineligible Costs

- Loss of revenue
- Increased Operating cost – However, short term additional costs directly related to accomplishing specific emergency, health, and safety tasks as part of eligible emergency protective measures may be eligible.
- Surveys for damage. However, if disaster related damage is found during the survey, the costs associated with the survey of the damaged section may be eligible.



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## Contracts

- Contracts must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and Local procurement standards:
  - Small Purchase Procurement (under \$100,000.00)
  - Sealed bids (this method is the preferred method for procuring construction contracts)
  - Competitive proposals (this method is used for procuring architectural or engineering professional services)
  - Non-Competitive proposals (needs to be justified)



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## Contracts

- FEMA provides reimbursement for three (3) types of contracts:
  - Lump Sum Contracts – Work within a prescribed boundary with a clearly defined scope of work and a total price.
  - Unit Price Contracts – Work done on an item by item basis with costs determined per unit.
  - Cost Plus fixed fee Contract – Either lump sum or unit price contracts with a fixed contractor fee added to the price.

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## Contracts

- Time and Materials Contracts should be avoided. May only be allowed when deemed necessary immediately after a disaster when a clear scope of work cannot be determined.
  - Applicant **MUST** carefully monitor contractor expenses
  - A "not to exceed" provision must be included
  - Cost plus a percentage of cost contracts are **NOT** eligible.

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# Public Assistance Program Briefing



## Contracts

- Detailed requirements for eligible procurement methods and contract types can be found in 44 CFR Part 13 – *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- Contact your State Public Assistance Officer to ensure each type of contract will be in compliance with the scope of eligible work and procurement/contract requirements.



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## Administrative Allowance

- On November 13, 2007 Section 324 of the Stafford Act went into effect and Sections 206 and 207 of the 44 CFR were revised to implement the changes.
- These changes eliminated Section 406(f) of the Stafford Act which allowed eligible Applicants of a declared disaster event to be reimbursed costs for expenses associated with requesting, obtaining, and administering Federal assistance. These expenses were known as the "Applicant Administrative Allowance".
- Administrative allowances were reimbursed on a sliding scale of 1-3% when a project was completed.



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## Administrative Allowance

- FEMA has now determined that costs associated with requesting, obtaining, and administering Federal assistance that can be tracked, charged, and accounted for directly to a specific project are "Direct Administrative Costs" and will be considered project costs.
- These costs will be included in a project worksheet just like any other direct costs for equipment, labor, materials, or contracts necessary to repair or replace a facility back to pre-disaster design, function, and capacity. Direct administrative costs are not limited to any sliding scale percentages.

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## Administrative Allowance

- It will be vital for applicants to start tracking any direct administrative costs by project as early as possible in the disaster process to ensure maximum reimbursement of eligible expenses.
- This will require the use of project codes or other identifiers that will document the actual time for each employee, contractor, piece of equipment, or material used.
- Any cost that cannot be directly associated with a specific project will not be eligible for reimbursement; this includes costs not considered as direct administrative in nature.

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# Public Assistance Program Briefing



## Special Considerations

- Hazard Mitigation
- Environmental Requirements
- Historic Preservation & Cultural Resources
- Special Flood Hazard Areas
- Insurance Requirements



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## Hazard Mitigation

Cost effective measures that reduce the potential for damages to a facility from a future event.

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## 406 Mitigation Definition

- Any action taken to reduce or eliminate the long-term risk to human life and property from natural hazards.
- Consist of work that is above and beyond the work required to return the damaged facility to its pre-disaster design.
- Example:  
Damaged culvert has been determined to be under sized for the anticipated water flow in the area. To prevent possible future damages from a similar event, increase the size of the culvert.

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## Environmental Requirements



Ensure that all practical means are used to protect, restore, and enhance the environment.



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# Public Assistance Program Briefing





## Historic Preservation

Sites eligible for listing on the National Register of Historic Places requires special consideration under the National Historic Preservation Act.




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## Flood Hazard Area

Any project within or affecting the floodplain must be reviewed to ensure that it meets the requirements of the Executive Orders on Floodplain Management and the Protection of Wetlands.



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## Insurance Requirements

1. Actual or anticipated insurance proceeds will be deducted from the eligible project costs for facilities that are insured.
2. If eligible damages are greater than \$5,000, an applicant must obtain and maintain insurance to cover the facility for the hazard that caused the loss in the amount of the eligible damage to the facility.
3. Additional specific requirements will be applied to all wind related damaged facilities located within the Special Flood Hazard Areas.

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## Types of Projects

Small Projects

**LARGE PROJECTS**

ALTERNATE PROJECTS

**IMPROVED PROJECTS**

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# Public Assistance Program Briefing

**Small Project or Large Project?**

Small **\$60,900** Large

For fiscal year 2008  
Minimum project funding: \$1,000.

45

**Small Projects**

- An estimate is prepared by FEMA.
- Approval and funding will be based upon estimated costs.

Project Summary Report  
Approved

46

**Large Projects**

An estimate is prepared by FEMA.

Approval and funding will be based upon actual costs.

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**Alternate Projects**

Funds used for a project other than repair of the damaged structure:



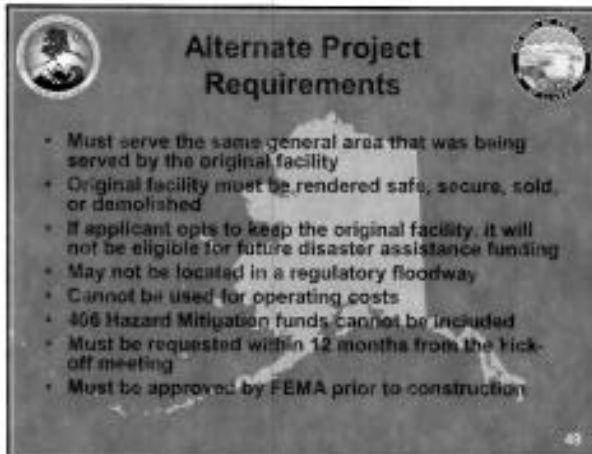
- Must receive FEMA prior approval.
- May require Environmental Assessment.

Funding for an alternate project is 90% of the federal share of the approved estimate. (75% for Private Non-Profits)

DAMAGED NEW WING HERE SCHOOL

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# Public Assistance Program Briefing



## Alternate Project Requirements

- Must serve the same general area that was being served by the original facility
- Original facility must be rendered safe, secure, sold, or demolished
- If applicant opts to keep the original facility, it will not be eligible for future disaster assistance funding
- May not be located in a regulatory floodway
- Cannot be used for operating costs
- 406 Hazard Mitigation funds cannot be included
- Must be requested within 12 months from the kick-off meeting
- Must be approved by FEMA prior to construction

49





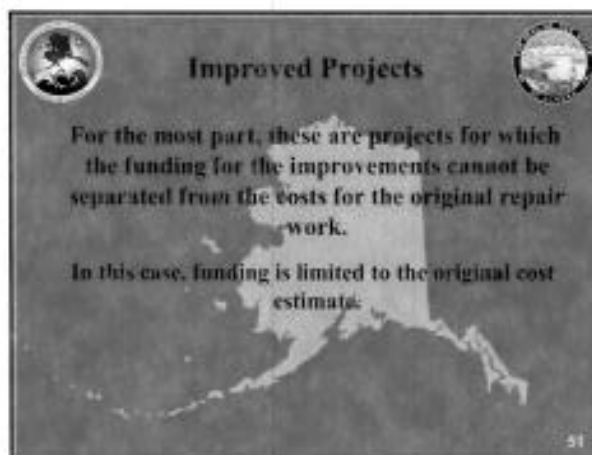
## Improved Projects

With FEMA/state approval the applicant may restore pre-disaster function and even make improvements (for which the applicant is financially responsible).



Before After

50



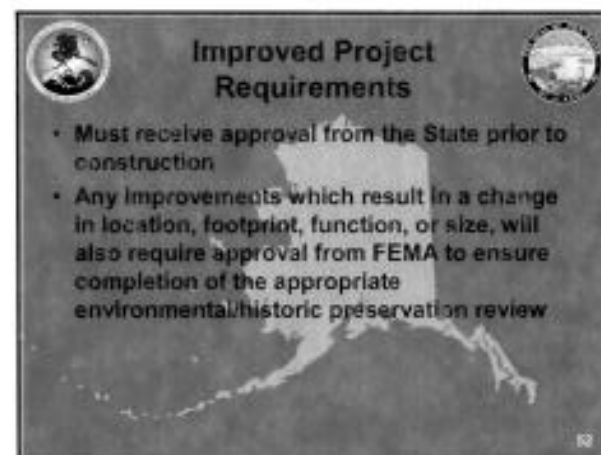


## Improved Projects

For the most part, these are projects for which the funding for the improvements cannot be separated from the costs for the original repair work.

In this case, funding is limited to the original cost estimate.

51

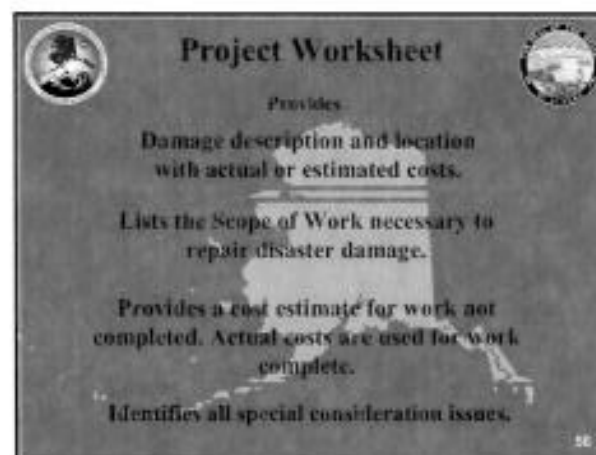
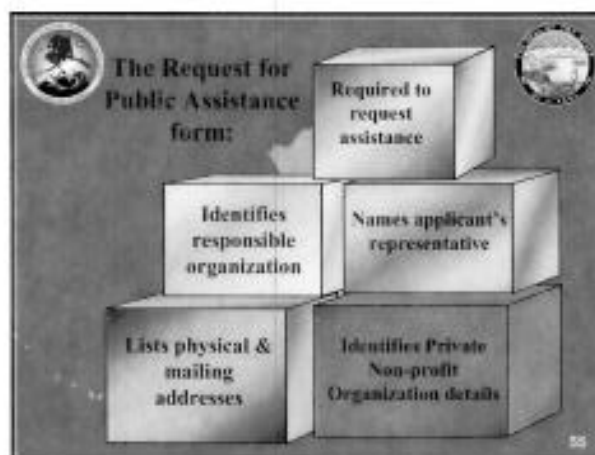
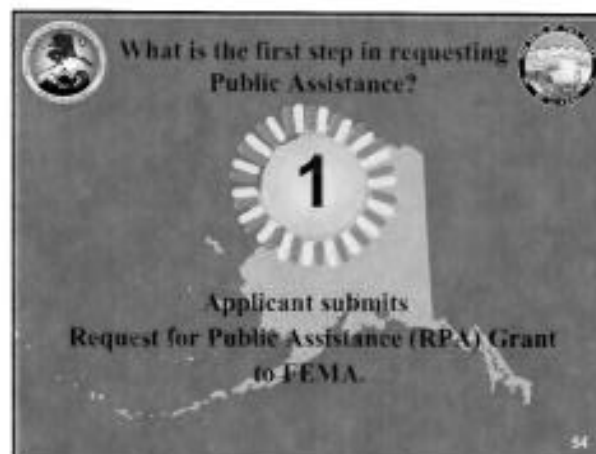
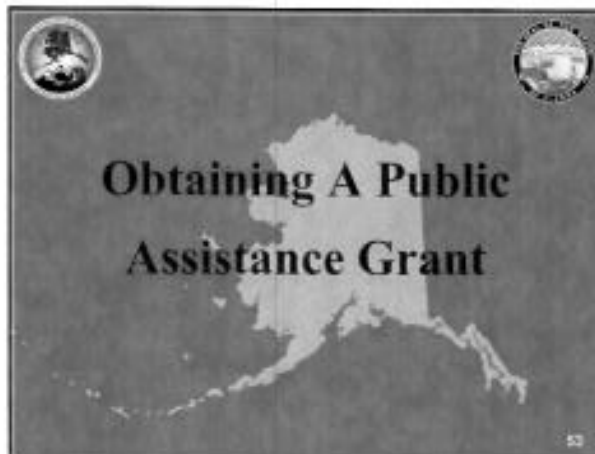


## Improved Project Requirements

- Must receive approval from the State prior to construction
- Any improvements which result in a change in location, footprint, function, or size, will also require approval from FEMA to ensure completion of the appropriate environmental/historic preservation review

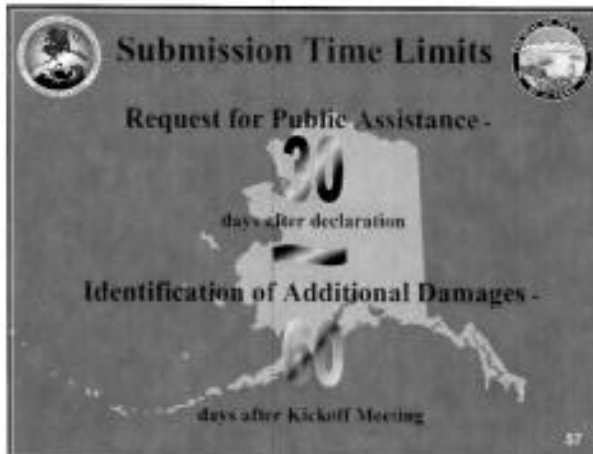
52

# Public Assistance Program Briefing





# Public Assistance Program Briefing

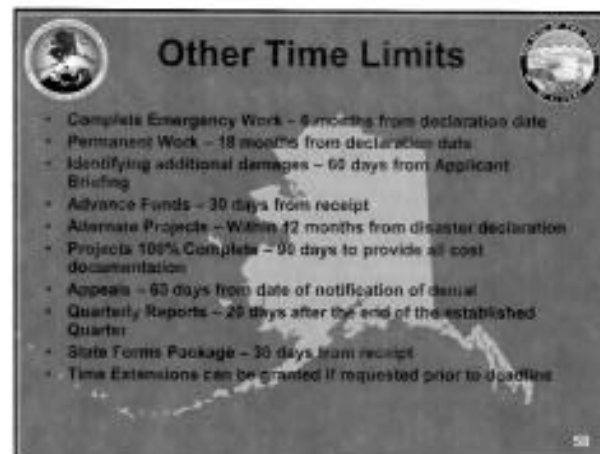


**Submission Time Limits**

**Request for Public Assistance -**  
30  
days after declaration

**Identification of Additional Damages -**  
60  
days after Kickoff Meeting

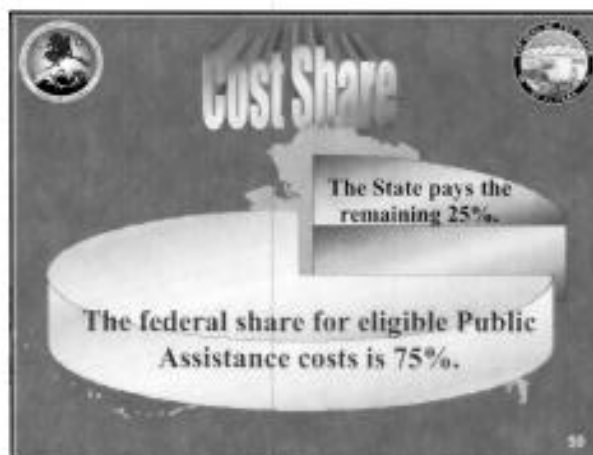
57



**Other Time Limits**

- Complete Emergency Work - 9 months from declaration date
- Permanent Work - 18 months from declaration date
- Identifying additional damages - 60 days from Applicant Briefing
- Advance Funds - 30 days from receipt
- Alternate Projects - Within 12 months from disaster declaration
- Projects 100% Complete - 90 days to provide all cost documentation
- Appeals - 60 days from date of notification of denial
- Quarterly Reports - 20 days after the end of the established Quarter
- State Forms Package - 30 days from receipt
- Time Extensions can be granted if requested prior to deadline

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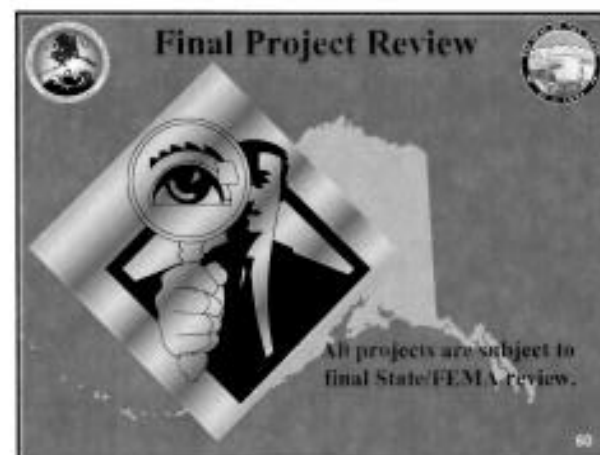


**Cost Share**

The State pays the remaining 25%.

The federal share for eligible Public Assistance costs is 75%.

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**Final Project Review**

All projects are subject to final State/FEMA review.

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# Public Assistance Program Briefing




**Appeals**

Any determination related to Federal assistance may be appealed.


The time limit for appeal submission is 60 days from receipt of notice of the action being appealed.

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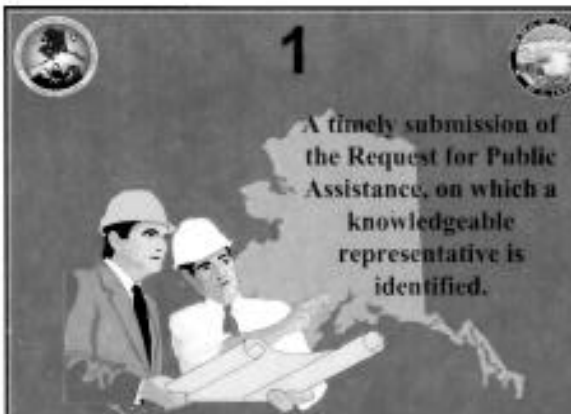
**Applicant Responsibilities**

62



**Six applicant responsibilities that ensure funding is obtained in the shortest amount of time...**

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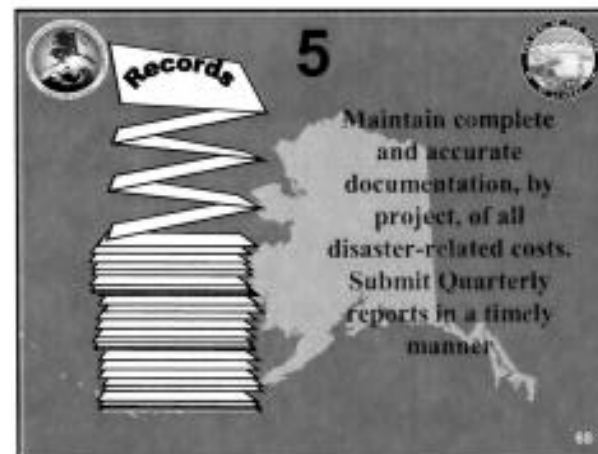
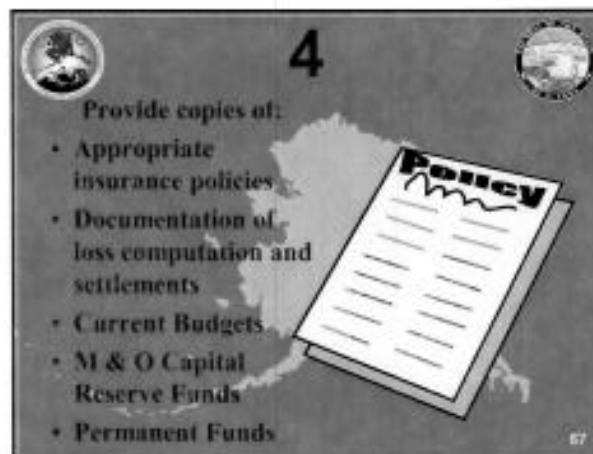
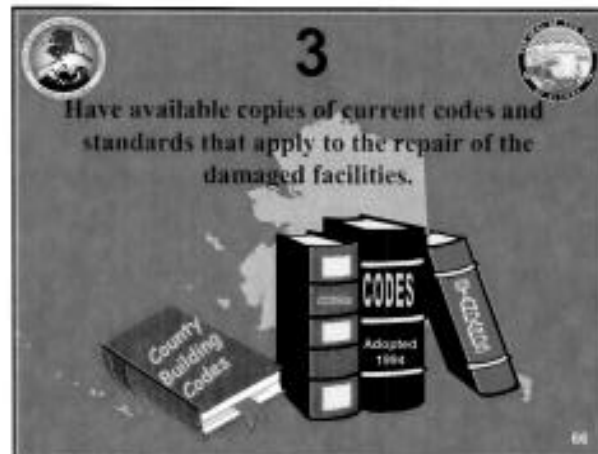
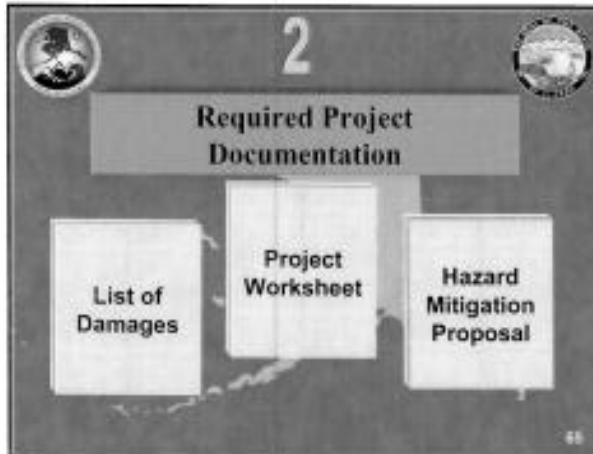


**1**



A timely submission of the Request for Public Assistance, on which a knowledgeable representative is identified.

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# Public Assistance Program Briefing



# Public Assistance Program Briefing





## 6

Communicate with your State Public Assistance Officer at all times, but especially when:

- You would like to change the Scope of Work
- Identify a potential cost over run
- When you have ANY questions or concerns
- When you cannot make an assigned deadline

Do Not just assume that things can be worked out at the end of a project. It is not easier to ask for forgiveness than to ask for permission in the Public Assistance field.

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## Public Assistance Summary

The Public Assistance Grant Program assists in restoring community infrastructure.

It is a supplemental cost reimbursement program with specific eligibility requirements.

The FEMA share of eligible costs will be awarded to the State for disbursement to the applicant.



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## Key Points to Remember...

- Designate a person to coordinate the accumulation of records.
- Track funds separately for each site or project.
- Ensure the final claim made for each project is supported by amounts recorded in an accounting system.
- Ensure each expenditure is supported with documentation that can be readily retrieved.
- Ensure that inventory withdrawal and usage records document materials taken from stock.
- Ensure documentation of actions for contracts let under FEMA projects, including rationale for the method of procurement, basis for contractor selection, and basis for contract price.

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## This concludes the overview of the Public Assistance Grant Program

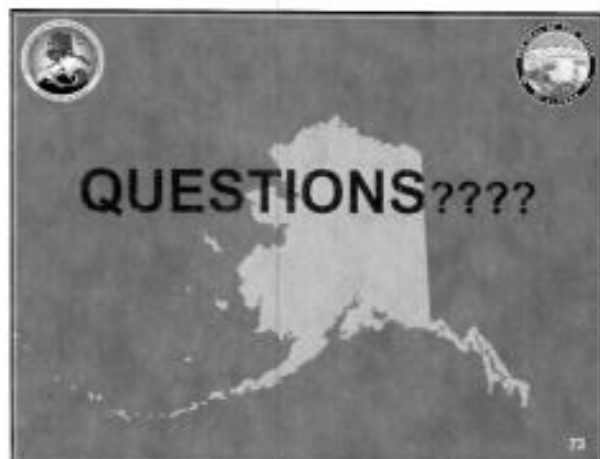
Information provided in this presentation is current as of May 2008.

Additional information can be obtained from:

- FEMA's Web Site ([www.fema.gov](http://www.fema.gov))
- Your State Emergency Management Agency; or

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# Public Assistance Program Briefing





Boardwalk Joist

Tris. W =	2.00	ft
Joist Span =	10	ft

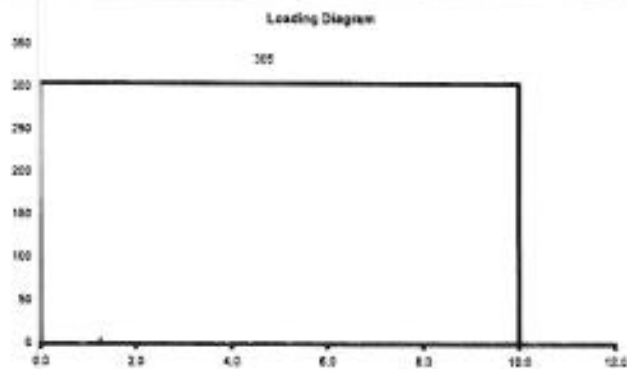
LL =	100	lb/ft <sup>2</sup>
SL =	40	lb/ft <sup>2</sup>

Item	Cross-Section (in)	Length (in)	Density (lb/ft <sup>3</sup> )	Total Wt. (lb)
Grating				122.00
Joist	4.00	120.00	25.00	29.17
misc				5.00

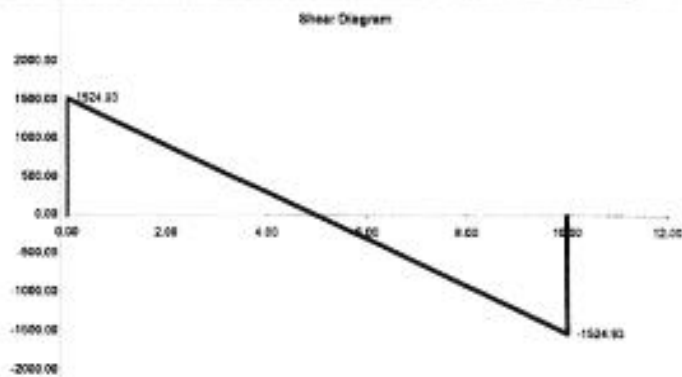
DL = 15.62 lb/ft  
LL = 200.00 lb/ft  
SL = 60.00 lb/ft  
Unfactored Load = 295.62 lb/ft  
Factored Load = 304.99 lb/ft

R <sub>A</sub> =	1524.93	lb
R <sub>B</sub> =	1524.93	lb

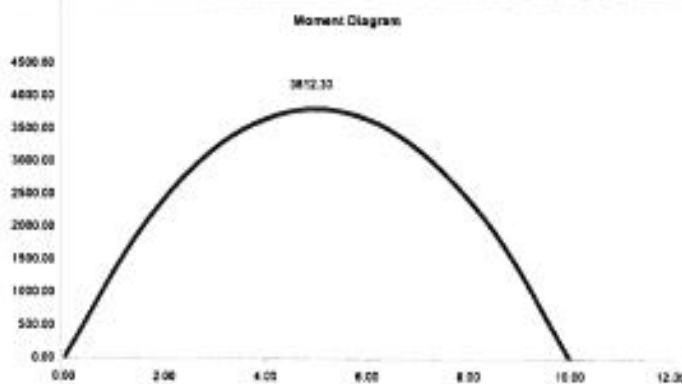
X	w (lb/ft)
0	0
0	304.99
10	304.99
10	0.00



X	V (lb)
0.00	0.00
0.00	1524.93
1.67	1016.02
3.33	506.31
5.00	0.00
6.67	-506.31
8.33	-1016.62
10.00	-1524.93
10.00	0.00



X	M (ft-lb)
0.00	0.00
1.67	2117.96
3.33	3388.74
5.00	3812.33
6.67	3388.74
8.33	2117.96
10.00	0.00



Morgans Landing  
PW 213

Joist Design

Allowable Stresses*		$F_u$	$C_D$	$C_M$	$C_t$	$C_1$	$C_2$	$C_3$	$C_4$	$C_5$	$C_6$	$C_7$	$C_8$	$C_9$	$C_{10}$
$F_b =$	1233	= 850	1.15	1	1	1	1.00	1.1	1	1	1.15	1			
$F_t =$	575	= 500	1.15	1	1	1		1	1	1					
$F_u =$	207	= 180	1.15	1	1	1			1	1					
$F_{cl} =$	625	= 625		1	1	1			1	1					
$F_c =$	1610	= 1400	1.15	1	1	1		1		1					
$E' =$	1600000	= 1.60E+06		1	1	1									

\*Values are based off of Item #1 No. 1 & 2, on Table 4A in NDS

$$C_1 = 1.00 = \frac{1}{(1 + (F_{u0}/F_u)^2)^{1/4}} \cdot \frac{1}{\sqrt{1.9} \cdot \sqrt{\text{SORT}((1 + (F_{u0}/F_u)^2)^{1/4})^2 \cdot (F_{u0}/F_u)^2 \cdot 96)}} \cdot \sqrt{96}$$

$L_b =$	2.00	= 6 (Blocking Spacing)
$L_p =$	21.26	= $1.63L_b + 3d$
$R_b =$	5.66	= $\text{SORT}(L_b d b^3) \leq 50$
$\text{COV}_L =$	0.25	Appendix F.2 NDS 2000
$K_{LE} =$	0.44	
$F_{LE} =$	22013.17	= $K_{LE} E' / R_b^2$
$F_b^* =$	1236.54	

Moment

$f_b =$	3812.3	psi = M/S
$M_{max} =$	3812	ft-lb
$S =$	12.00	$\text{in}^3 = b d^3 / 6$
Capacity =	309%	= NOT GOOD

Shear

$f_v =$	190.6	psi = (3V)/(2bd)
$V_{max} =$	1525	lb
Capacity =	92%	= GOOD

Deflection

$\Delta_{allow} =$	0.33	$\text{in} = L/360$
$\Delta_{actual} =$	1.15	$\text{in} = 5 \cdot \text{vol} \cdot \sqrt{(384 \cdot E' \cdot I)}$
$I =$	36.00	$\text{in}^4 = b d^4 / 12$
Capacity =	346%	= NOT GOOD

### **APPENDIX 3**

#### **SAMPLE PROJECT APPLICATION**

Date

Name  
Title  
Address  
City, State Zip

Dear {Name}:

Thank you for expressing an interest in applying for assistance for damages incurred from the {specific disaster}. We are enclosing a copy of the Public Assistance Administrative Plan that will be utilized for this particular disaster event. This plan outlines the basic program guidelines, the various roles and responsibilities of the applicant and the State, and the forms that will be used throughout the Public Assistance process.

Our agency is developing your Project Worksheet packages. Please be aware that applicants will have 60 days from the first substantive meeting with FEMA and the State (Kick-Off Meeting) to provide any and all information required to complete the Project Worksheet or risk having their Project Files closed. Once we receive the forms listed below (included in Appendix 3 of the Public Assistance Administrative Plan), we will determine the eligibility of your Project Worksheets.

Please complete the forms and return them to our office as soon as possible, but no later than {insert date}. Failure to return these forms may result in loss of grant funding. Forms are as follows:

1. Designation of Applicant's Agent (DHS&EM Form 30-5) – requires signature and return
2. Assurances and Agreements (DHS&EM Form 30-58) – requires signature, notary, and return (Does not apply to State Agencies)
3. Waiver of Sovereign Immunity (DHS&EM Form 30-62), if applicable - requires signature and return (Applies only if you are officially designated as a Sovereign entity)
4. Summary of Grant Conditions (DHS&EM Form 30-59) – requires signature and return
5. Memorandum of Agreement (DHS&EM 30-61) – requires signature return (Applies only to State Agencies)
6. Indemnity and Hold Harmless Agreement (DHS&EM Form 30-81) if applicable – requires signature, notary, and return.

(name)  
(date)  
Page 2 of 2

We look forward to assisting your community. If you have any questions, please contact me at 800-478-2337 or 907-428-7000 or by email at (email address).

Sincerely,

{Name}  
Public Assistance Officer

XXX:XXX

Enclosures: as stated

CC:



# DESIGNATION OF APPLICANT'S AGENT

## DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Primary Agent	Secondary Agent
Agent's Name	Agent's Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Phone Number      Cell:	Daytime Phone Number      Cell:
Fax Number	Fax Number
E-mail	E-mail

The above **Primary Agent** is responsible for applying for State or Federal Disaster Assistance, signing all assurances and grant condition agreements, negotiating the Scope of Work on Project Worksheets, reporting on Project Worksheet status, requesting extensions, appealing determinations and any other actions required with the State.

The above **Secondary Agent** has all the responsibilities of the Primary Agent if that person is unavailable.

Chief Financial Officer	Certifying Official
Name	Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Phone Number      Cell:	Daytime Phone Number      Cell:
Fax Number	Fax Number
E-mail	E-mail

The above **Chief Financial Officer** is responsible for setting up financial structures to track eligible expenditures by Project Worksheet as well as the Administrative Allowance for all projects. Prepares and submits (through the Primary Agent or Direct to the State) the required financial reports and back-up documentation for each Project Worksheet and Administrative Allowance. Responsible for complying with State and Federal audit requirements and requests.

The above **Certifying Official** is responsible for Certifying that all progress and financial reports are correct, responsible for Certifying that all required permits were obtained for Project Worksheets and that insurance has been obtained for all projects with more than \$5,000.00 in disaster funding. Finally, this person is responsible for certifying that all work and costs claimed are eligible in accordance with the grant conditions and that all costs claimed have been paid in full.

Applicant's Federal Employer's Identification Number

Certifying Official's Signature:	Date:
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## DISASTER PUBLIC ASSISTANCE GRANT

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Name of Applicant \_\_\_\_\_

GRANT NUMBER (Disaster Number) \_\_\_\_\_

CFDA Number 97.036

### ASSURANCES AND AGREEMENTS

As a condition of receiving disaster assistance, as indicated by the signature of the duly authorized representative of the applicant below, the applicant certifies and agrees as follows:

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations (CFR), Part 206, and applicable FEMA Handbooks and policies. Repair work will not begin on projects that result in a change from the pre-disaster configuration (that is, different location, footprint, function, or size) without State pre-authorization for proposed changes. **Failure to obtain preauthorization may result in a loss of funding for the entire project.**
3. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items.
4. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance.
5. **Regularly Appropriated Monies.** If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds.
6. **Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. It will comply with the insurance requirements of Section 311, PL 93-288. An applicant shall comply with regulations prescribed by the President to assure that, with respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property.
7. **Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, with the bond provisions specified in AS 36.25.010(a) and (b).
8. **Lands, Easements, Rights-of-way, and Permits.** The applicant agrees to provide without cost to the State or federal government all lands, easements, and rights-of-way necessary for accomplishment of the approved work and to obtain all necessary permits.

9. **Floodplain Management.** The applicant will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
10. **National Flood Insurance.** The applicant will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Statute. 975, and approved December 31, 1973. Section 102 (a) requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available is a condition for receiving any federal financial assistance for construction acquisition in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal Financial Assistance" includes forms of loans, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. **Disaster Mitigation.** The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. **Failure to do so may result in a loss of funding for the entire project.**
12. **Equal Opportunity Employment.** The applicant may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
13. **Wage Rates.** The applicant will comply with the applicable wage and hourly provisions of A.S.3605.010 – 110 (Alaska Little Davis-Bacon Act).
14. **Audit Requirements.**
- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, an A-133 audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
  - B. **State:** If the applicant is an entity that received federal financial assistance totaling \$500,000 or more during the entity's fiscal year, the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period. See 2 AAC 45.010.
15. **Grant Administration Procedures.** The applicant agrees to follow grant administration and accounting procedures required by the Department of Military and Veteran's Affairs, Division of Homeland Security & Emergency Management (DHS&EM) as set out in guidance and forms provided by DHS&EM.
16. **Project Cost Eligibility.**
- A. The eligibility of project costs to be paid by disaster assistance monies shall be determined by 44 Code of Federal Regulations (CFR) and related Federal Emergency Management Agency (FEMA) policies which are available on the FEMA website at [www.fema.gov](http://www.fema.gov) or in hard copy by request.
  - B. Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid for.
17. **Project Operation and Maintenance.** The applicant will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, State and local agencies for maintaining and operating such facilities.
18. **Project Standards.**
- A. The applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
  - B. The applicant will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR §101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
  - C. The applicant will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation.
  - D. The applicant will evaluate the natural hazards in areas in which the proceeds of the grant or loan

are to be used in conformity with applicable codes, specifications and standards and take appropriate action to mitigate such hazards, including safe land use and construction practices.

**19. Project Completion Timelines Progress Reports.** The applicant will commence work on the project within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that funds have been approved and will ensure that work on the project proceeds to completion with reasonable diligence and in compliance with 44 CFR §206.204. The applicant will furnish quarterly progress reports for all large and small projects and any other reports as required by DHS&EM.

A. The applicant must complete all work associated with the Project Worksheet. If the work is not completed, the applicant will be required to return all State and federal funding.

B. Failure to submit required reports and documentation will result in deobligation of the Project Worksheet, and the applicant will be required to return all State and federal funding.

C. The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. Failure to do so may result in a loss of funding for the entire project.

D. The applicant has 90 days from the date the PW is 100% complete to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the Project Worksheet(s). If the applicant does not provide the required documentation within the 90 day time limit, the State may de-obligate all remaining funds and close the Project Worksheet.

**20. Documentation.** The State requires the applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet.

**21. Retention and Access to Records.** The applicant will give DHS&EM and the Federal Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

**22. State Right of Enforcement.** These assurances and agreements are given in consideration of, and for the purpose of obtaining any and all disaster grants, loans, reimbursements, advances, contracts, property, discounts or other disaster related financial assistance. The applicant acknowledges and agrees that such financial assistance is extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of these assurances and agreements.

**23. Assurances and Agreements Binding on Applicant's Successors, Transferees and Assignees.** These Assurances and Agreements are binding on the applicant, its successors, transferees and assignees.

**24. Waiver of Sovereign Immunity.** If the applicant is an entity that possesses sovereign immunity, it agrees that it shall be subject to suit for actions arising out of the project activities in the same manner, and to the same extent, as any person and shall not be immune nor exempt from any administrative or judicial process, sanction or judgment. If the applicant is an entity that possesses sovereign immunity and it has not been waived by statute, the applicant shall provide the Division of Homeland Security & Emergency Management with a resolution of its governing body waiving sovereign immunity.

**25. Applicable Law.** This agreement is to be construed according to the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage.

**26. Hold Harmless.** The applicant agrees to indemnify and hold harmless the State of Alaska and the United States and their officers, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising directly or indirectly out of any aspect of the projects and funding set forth and described in this application. The applicant is not required to indemnify the State of Alaska or the United States for their sole negligence. Applicants requesting reimbursement for Debris Removal (Category A) will be required to provide a separate indemnification.

**27. Compliance with Laws.** The applicant agrees to comply with all federal, State and local laws and regulations applicable to this grant or the projects funded by the grant including but not limited to FEMA regulations, policies, guidelines and requirements, as applicable; OMB circulars A-95, A-102 and A-133; Section

311, PL 93-288 and Title VI of the Civil Rights Act of 1964; Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970; the Hatch Act; and AS 36.25.010. Applicant is responsible for complying with all local, State, and federal permitting and insurance requirements.

28. **Nonwaiver.** The failure of the State at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision nor in any way affect the validity of this Agreement or any part hereto or the right of the State to enforce each and every provision hereof.

29. **Severability.** If any article, section, provision or clause of this agreement should be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effect as if such article, section, provision or clause, or any part so adjudicated to be invalid had not been included herein.

30. **Amendments.** Amendments to the provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties. **Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project.**

31. **Retention of Records.** The applicant agrees to retain records and supporting documentation for three years after closeout of the disaster.

As the authorized representative of \_\_\_\_\_, I have reviewed this agreement and agree to comply with its provisions as a condition of receiving disaster grant assistance.

\_\_\_\_\_  
Printed name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE: If a Notary is unavailable, a Postmaster may substitute as a witness.**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public in and for

The State of Alaska

My Commission expires: \_\_\_\_\_



## SUMMARY OF GRANT CONDITIONS FOR ALL APPLICANTS

### Division of Homeland Security & Emergency Management

Below are a few items that may assist the applicants with the paperwork requirements for this disaster. For more detailed information, please refer to the Applicant Information Packet.

1. Applicants must submit all cost estimates to the Division of Homeland Security & Emergency Management (DHS&EM) within 90 days of the first substantive meeting with FEMA and the State (Kickoff Meeting.) Any additional damages or requests for additional Project Worksheets must also be submitted within 60 days of the Kickoff Meeting.
2. Work must be completed by the project completion deadlines. Should additional time be required to complete the approved work, a time extension request must be submitted prior to the existing completion date which a.) Identifies the PW requiring an extension; b.) Explains the reason for needing an extension; c.) Indicates the percentage of work that has been completed; and d.) Provides an anticipated completion date. The reason for needing an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in a loss of funding for the entire project.**
3. If you wish to make changes to a project that results in a significant change from the pre-disaster configuration (that is, different location, footprint, function, or size) a written request must be submitted to DHS&EM and approved before the work is performed. DHS&EM will notify the applicant if the changes are approved. Any subsequent changes you wish to make to the Scope of Work to a written, obligated Project Worksheet (PW) also require written approval. **Failure to obtain pre-approval may result in a loss of funds for the entire project.**
4. Once a PW is complete, there are several documents required before the applicant will receive funding. The State requires the applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet. Please review the additional information within this packet for a complete list of other documentation the State requires.
5. If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made, identifying why there will be an overrun, along with an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items.
6. If you wish to appeal a decision made by the State or FEMA, you must submit a written appeal to DHS&EM within 60 days from the date of written notice of the determination being appealed.
7. Project Worksheets will not receive funding until all regulatory and statutory requirements have been met.
8. You may request up to a 30 percent advance of funds by completing the "Request for Funds" form (DHS&EM Form 30-3). The advance should be used within 30 days of receipt. The applicant must submit copies of invoices, timecards, and other documentation to demonstrate expenditures of the 30 percent before any additional funds will be advanced. Funds that are not used within 30 days of receipt need to be returned to the state. Additionally, any interest accrued on funds kept over 30 days needs to be returned to the state.
9. The Administrative Allowance for applicants covers direct and indirect costs incurred in requesting, obtaining, and administering public assistance grants. No other administrative or indirect costs incurred by an applicant are eligible.

Examples of the activities the Administrative Allowance is intended to cover include:

- Identifying damage.
- Attending the Applicants' Briefing.

- Completing forms necessary to request assistance.
- Establishing files, and providing copies and documentation.
- Assessing damage, collecting cost data, and developing cost estimates.
- Working with the State during projects monitoring, final inspection and audits.

The allowance is not intended to cover direct costs of managing specific projects that are completed using public assistance funds. These costs are eligible as part of the grant for each project, as long as they can be specifically identified, tracked and justified as necessary to do the work.

The Administrative Allowance for an applicant is calculated as a percentage of all approved eligible costs that the applicant receives for a given disaster. Therefore, only an estimate of the Administrative Allowance can be provided until project completion. At closeout, applicants will provide a summary of eligible administrative expenses to date for payment.

**10.** Applicants are required to submit Project Quarterly Reports (DHS&EM Form 30-60) on each project that remains open to include total Administrative Funds expended. See the Quarterly Report Form due dates.

**11.** The applicant will cause work on the project to commence within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that funds have been approved and will ensure that work on the project proceeds to completion with reasonable diligence and in compliance with 44 CFR §206.204. The applicant will furnish quarterly progress reports for all Large and Small Projects and any other reports as required by DHS&EM.

**A.** The applicant must complete all work associated with the Project Worksheet. If the work is not completed, the applicant will be required to return all State and federal funding.

**B.** Failure to submit required reports and documentation will result in de-obligation of the Project Worksheet, and the applicant will be required to return all State and federal funding.

**C.** The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. Failure to do so may result in a loss of funding for the entire project.

**D.** The applicant has 90 days from the date the PW is 100% complete to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the Project Worksheet(s). If the applicant does not provide the required documentation within the 90 day time limit, the State may de-obligate all remaining funds and close the Project Worksheet.

**12.** Complete records and cost documents for all approved work must be maintained for at least 3 years after the Federal Emergency Management Agency closes the disaster. During this time, all approved Project Worksheets are subject to State audit/review.

**13.** Applicant is responsible for complying with all local, State, and federal permitting and insurance requirements.

**14.** Applicant is responsible for complying with the performance and payment bond provisions as of AS 36.25.010.

By signing this document, you attest that you have read the information within this packet and understand the forms and requirements of documentation required to receive funds for the {disaster}. If you have questions at any time, you may contact the Alaska Division of Homeland Security & Emergency Management at 1-800-478-2337.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
(State)

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
(Applicant)

## FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

GRANT NUMBER (Disaster Number) \_\_\_\_\_

### MEMORANDUM OF AGREEMENT (Applies only if Applicant is a State Agency)

The purpose of this memorandum of agreement between the Department of Military and Veterans' Affairs, Division of Homeland Security & Emergency Management (DHS&EM) and the Department of {name of department} is to clarify the duties and responsibilities between the State agencies as a condition of the undersigned Department receiving disaster assistance money for the damages caused by the {specific disaster}. DHS&EM and the undersigned Department of {name of dept.} agree as follows:

1. **Eligible Work.** To the best of the Department of {name of department} knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State disaster relief funds are requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations (CFR), Part 206, and applicable FEMA Handbooks and policies. Repair work will not begin on projects that result in a change from the pre-disaster configuration (that is, different location, footprint, function, or size) without State pre-authorization for proposed changes. **Failure to obtain preauthorization for change of funding or scope of work may result in a loss of funding for the entire project.**
2. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items.
3. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance.
4. **Regularly Appropriated Monies.** The Department of {name of department} certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds.
5. **Insurance.** The Department will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this grant for disaster assistance. Applicant is responsible for complying with all local, State, and Federal insurance requirements.
6. **Bond Requirements.** The Department (Applicant) will comply with the contractor bond requirements as specified in AS 36.25.010.
7. **Permitting.** Applicant is responsible for complying with all local, State, and Federal permitting requirements.
8. **Lands Easements, Rights-of-Way, and Permits.** The Department of {name of department} understands that it is responsible for paying for obtaining any lands, easements, and rights-of-way necessary for accomplishment of the approved work, and that these costs are not eligible expenses.
9. **Grant Administration.** The applicant agrees to follow grant administration and accounting procedures required by DHS&EM as set out in guidance and forms provided by DHS&EM. DHS&EM will provide technical advice to the Department concerning State and federal disaster grant requirements.
10. **Project Timelines and Progress Reports.** The Department of {name of department} will commence work on the project within a reasonable time after receiving notification from DHS&EM that funds have been approved and will ensure that work on the project proceeds to completion with reasonable diligence and in compliance with 44 CFR §206.204. The applicant will furnish quarterly progress reports for all Large and Small Projects and any other reports as required by DHS&EM.

- A. The applicant must submit all cost estimates to the DHS&EM within 90 days of the first substantive meeting with FEMA and the State (Kickoff Meeting.)
  - B. The applicant must complete all work associated with the Project Worksheet. If the work is not completed, the applicant will be required to return all State and federal funding.
  - C. Failure to submit required reports and documentation will result in de-obligation of the Project Worksheet, and the applicant will be required to return all State and federal funding.
  - D. The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. Failure to do so may result in a loss of funding for the entire project.
  - E. The applicant has 90 days from the date the PW is 100% complete to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the Project Worksheet(s). If the applicant does not provide the required documentation within the 90 day time limit, the State may de-obligate all remaining funds and close the Project Worksheet.
11. **Documentation.** The State requires the applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet
12. **Retention and Access to Records.** The Department of {name of department} understands that DHS&EM and the federal Comptroller General, through any authorized representative, has access to and the right to examine all records, books, papers, or documents related to the grant. The Department will maintain all records related to the project for three years after the date the Federal Emergency Management Agency closes the disaster.
13. **Amendments.** Amendments to the provisions of this Memorandum of Agreement are required to be in writing and shall be executed by the authorized representatives of the parties. **Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project.**

Approved: \_\_\_\_\_

Department Name	Signature	Date
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Approved: \_\_\_\_\_

Division of Homeland Security & Emergency Management	Signature	Date
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## WAIVER OF SOVEREIGN IMMUNITY

Grant Agreement Number (Disaster Number): \_\_\_\_\_

RESOLUTION NUMBER: \_\_\_\_\_

A RESOLUTION OF THE {name of native village, local jurisdiction, or other non-state agency} accepting State of Alaska, Division of Homeland Security & Emergency Management grant number {DR# xxxx} for the {name of disaster} and waiving sovereign immunity from suit for actions arising out of, or in connection with, the grant.

WHEREAS, the Division of Homeland Security & Emergency Management requires as a condition of the grant that the {name of native village, local jurisdiction, or other non-state agency} irrevocably waive any sovereign immunity which it may possess, and consent to suit against itself or its officials as to all causes of action arising out of or in connection with the grant agreement;

NOW THEREFORE BE IT RESOLVED THAT:

1. The {name of native village} irrevocably waives its sovereign immunity and agrees that it shall be subject to suit under the laws of the State of Alaska by the State of Alaska or by any person, in Alaska state court or in any other court of competent jurisdiction, for activities arising out of or in connection with the grant number {DR#xxxx} in the same manner, and to the same extent as any person and shall not be immune or exempt from any administrative or judicial process, sanction or judgment.
2. {Authorized Official} is hereby authorized to negotiate, administer and execute on behalf of {name of native village} grant number {DR#xxxx} for the {name of disaster} and to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the grant agreement including the Assurances and Agreements required as a condition of the grant and any subsequent grant amendments.

PASSED AND APPROVED BY THE {name of native village, local jurisdiction, or other non-state agency}. On {month and day}, 200\_.

IN WITNESS THERETO:

Signature \_\_\_\_\_ Title \_\_\_\_\_

Attest: SIGNATURE OF CLERK/SECRETARY

Signature \_\_\_\_\_ Title \_\_\_\_\_

## DISASTER PUBLIC ASSISTANCE GRANT

\_\_\_\_\_  
Name of Applicant

GRANT NUMBER (DISASTER Number) \_\_\_\_\_

### INDEMNITY AND HOLD HARMLESS AGREEMENT

Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. § 5170b & 5173, the (Insert the Relevant Municipality, Etc.) hereby agrees to indemnify and hold harmless the United States of America for any claims arising from the removal of any and all debris or wreckage from public or private property carried out under the authority, jurisdiction or direction of (Insert the Relevant Municipality, Etc.) as a result of response activities under Major Disaster Declaration FEMA – 1618 – DR, as more fully described in the FEMA-State Agreement for said disaster executed by the Governor of Alaska on (Insert Date FEMA-State Agreement was signed).

As the authorized representative of \_\_\_\_\_

I have reviewed this agreement and agree to comply with its provisions as a condition of receiving disaster grant assistance.

\_\_\_\_\_  
Printed name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Alaska  
My Commission expires: \_\_\_\_\_



DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**REQUEST FOR PUBLIC ASSISTANCE**

O.M.B. NO. 1660-0017  
Expires October 31, 2008

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to create, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). NOTE: Do not send your completed questionnaire to this address.

APPLICANT (Political subdivision or eligible applicant.)	DATE SUBMITTED
--	----------------

COUNTY (location of firefighting activities. If located in multiple counties, please indicate)
--

**APPLICANT PHYSICAL LOCATION**

STREET ADDRESS				
CITY	COUNTY	STATE	ZIP CODE	

**MAILING ADDRESS (If different from Physical Location)**

STREET ADDRESS
----------------

POST OFFICE BOX	CITY	STATE	ZIP CODE
-----------------	------	-------	----------

Primary Contact/Applicant's Authorized Agent	Alternate Contact
NAME	NAME
TITLE	TITLE
BUSINESS PHONE	BUSINESS PHONE
FAX NUMBER	FAX NUMBER
HOME PHONE (Optional)	HOME PHONE (Optional)
CELL PHONE	CELL PHONE
E-MAIL ADDRESS	E-MAIL ADDRESS
PAGER & PIN NUMBER	PAGER & PIN NUMBER

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? ☐ Yes ☐ No

Private Non-Profit Organization? ☐ Yes ☐ No  
If yes, which of the facilities identified below best describe your organization?

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "...any private non-profit educational, utility, emergency, medical or custodial facility, including a facility for the aged or disabled, and other facility providing e

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws.  
If your organization is a school or educational facility, please attach information on accreditation or certification.

Official Use Only: FEMA-_____-DR-_____- PA ID No. _____	Date Received: _____
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## **APPENDIX 4**

### **SAMPLE GRANT AWARD PACKAGE**

Date

Name  
Agency  
Address  
City, State, Zip

Re: Award Letter  
{DR -xxxx Disaster Name}

Certified Mail #:

Dear {Name}:

Enclosed are your copies of approved Project Worksheets (PWs) for the DR-xxxx {Disaster Name} disaster. This PW has been obligated and therefore funds can now be issued to assist in your disaster recovery process.

Please review the Damage Description and Dimensions, Scope of Work and Cost Estimate carefully. If you do not agree with the Project Worksheets as written, an appeal process is available for review and reconsideration of the situation. The appeal procedure requires that you make a written appeal directly to this office, specifically identifying the action under appeal and giving an appropriate justification for the appeal. Please attach any related documentation supporting the appeal to your letter of request. You must submit appeals within 60 days of receipt of this award letter and address the appeal as follows:

Mr. John W. Madden, Director  
Division of Homeland Security &  
Emergency Services  
P.O. Box 5750  
Ft. Richardson, Alaska 99505

Throughout this process, if you do not agree with any determinations regarding project eligibility, scope of work, time limits, funding, or any other determination made about the PW, the same appeal process will also be available. If you have PWs that are pending approval, they will be transmitted to you in future correspondence. However, please be sure to review all PWs and make inquiries to DHS&EM about pending PWs to ensure all damaged sites or facilities are or will be identified in a PW.

The State of Alaska will be responsible for reimbursing you for all eligible expenditures associated with the approved PWs. An applicant is only entitled to be reimbursed for those costs that are eligible. Please note that once the work associated with your project is identified as

(name)  
(date)  
Page 2 of 2

100% complete, you will have 90 days to submit all cost documentation to justify a final payment and project close-out. Failure to do so may jeopardize funding for this project.

If you anticipate a cost overrun or a change in scope of work, you must notify DHS&EM as soon as possible. The assumption should not be made that such costs or changes can be reported at the end of the project and that additional funds or work will be approved automatically. The request should contain justification for the eligibility of the additional costs or work.

Associated deadlines – All Emergency Work Project Worksheets (Category A Debris Removal and Category B Emergency Protective Measures) must be completed within 6 months. All Permanent Work Project Worksheets (Categories C-G) must be completed within 18 months. If more time is required, please contact your State Public Assistance Officer before the associated deadline to request a time extension. Failure to do so will jeopardize funding for your project.

If you need additional information or clarification, please feel free to contact me at 1-907-428-7000 or 1-800-478-2337 or by email at (email address).

Sincerely,

{Name}  
State Public Assistance Officer

XXX:XXX

Attachments: Project Worksheets

CC:

## REQUEST FOR FUNDS (Page 1 of 2)

### DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

\*Fill out a separate form for each project. Maximum allowed advance per request is 30% of approved project amount.

<input type="checkbox"/> Public Assistance	<input type="checkbox"/> Hazard Mitigation Grant Program	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Request For Advance	<input type="checkbox"/> Request For Reimbursement	<input type="checkbox"/> Request For Partial Payment	<input type="checkbox"/> Request For Final Payment
<b>APPLICANT INFORMATION</b>			
PROJECT NAME:		PROJECT NUMBER:	
APPLICANT NAME:			
STREET:			
CITY/ZIP:			
APPROVED PROJECT AMOUNT:		\$	
TOTAL AMOUNT OF PRIOR PAYMENTS:		\$	
AMOUNT THIS REQUEST: (Max advance 30% each request. Total allowable: 75% of total approved project amount)		\$	
MAIL CHECK TO:		DEPOSIT CHECK FOR APPLICANT:	
		BANK NAME: _____	
		ACCOUNT #:	
<b>THE APPLICANT AGREES:</b>			
<ol style="list-style-type: none"><li>1. That the funds will be placed in a special and separate account.</li><li>2. That the funds will be expended within 30 days of receipt. (<i>Applies to Advances Only</i>)</li><li>3. That the funds will be used only for approved actual eligible expenditures.</li><li>4. That any funds received, which are in excess of the approved actual expenditures, will be promptly refunded to the State upon completion of the project.</li><li>5. Any interest earned while these funds are on deposit will be promptly refunded to the state.</li><li>6. No additional funds will be advanced until the applicant provides financial documents to DHS&amp;EM verifying expenditures for any prior advance.</li><li>7. Reports on advanced funds are required on a quarterly basis, detailing the status of all advanced funds. This requirement is mandatory even if no expenditures have occurred.</li></ol>			
DATE:		TITLE:	
SIGNATURE:			
<b>FOR DHS&amp;EM USE ONLY</b>			
APPROVED: <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>		AMOUNT: \$	
COMMENTS:			
DATE:		TITLE:	
SIGNATURE:			

**Division of Homeland Security and Emergency Management  
Request for Funds Form (Page 2 of 2 for Advance Payments Only)**

**I Certify:**

**- That all estimates listed below will cover only services performed or material used exclusively in disaster relief operations as authorized in the approved Project Worksheet.**

**Date**

**Signature of Applicants Authorized Representative**

--	--

**Please provide a detailed estimated breakdown on how your community, agency or organization intends to utilize the funds being requested in this advance.**

DESCRIPTION OF WORK TO BE COMPLETED WITH THIS ADVANCE:	Estimated Start Date for work: _____ Estimated Completion Date: _____	
	Estimated Costs	
Force Account Labor	\$	
Materials	\$	
Force Account Equipment	\$	
Supplies	\$	
Rental Equipment	\$	
Contract	\$	
<b>TOTAL</b>	<b>\$</b>	



**STATE OF ALASKA**  
**Department of Military and Veterans Affairs**  
**DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**  
**STATEMENT OF DOCUMENTATION TO SUPPORT AMOUNT CLAIMED FOR FINANCIAL DISASTER ASSISTANCE**  
 (Form to be use for Small Projects (Under \$xx,xxx) and for Large Projects)

Applicant (State Agency, County, City District, Native Organization):	Disaster Number:	State Application Number:
	Project Worksheet (PW) Number:	Category of Work:

Brief Description of Damaged Facility or Protective Measures:

I CERTIFY:

- ☒ That all expenditures listed below are correct and cover only services performed or material used exclusively in disaster relief operations as authorized in the approved Project Worksheet.
- ☒ That to the best of my knowledge and belief, all work and costs are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs have been paid in full.
- ☒ That salaries, wages and overtime payments claimed are in accordance with the applicant's policy as established prior to the disaster.
- ☒ That all work authorized in the approved Project Worksheet was completed and all essential services resumed within the time limit set forth in the approved Project Worksheet.

Signature of Applicant's Authorized Representative

	Approved PW Amount as listed in the Cost Est. of the obligated PW	Actual Costs Incurred on the Project
Force Account Labor		
Materials		
Force Account Equipment		
Supplies		
Rental Equipment		
Contract		
Mitigation		
Insurance/Revenues		
Total:	\$0.00	\$0.00

Summary of Administrative Allowance Expenditures	Labor	Supply	Equipment	Contractual	Total:
					0

**For internal use by the Division of Homeland Security & Emergency Management**

Public Assistance Reviewer - Signature	Date:	Approved PW Amount: \$
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# PROJECT QUARTERLY REPORT

## Division of Homeland Security and Emergency Management

This form is required to be submitted on a quarterly basis for each project. If you have any questions, please contact the Division of Homeland Security & Emergency Management (DHS&EM) at 800-478-2337 or 907-428-7000. This form can be faxed to DHS&EM at 907-428-7009. Failure to send in the report on time can result in losing funding for projects.

**Identify the performance period for this report:** (a separate form is required for each Quarterly Report)

- ☐ April 1 to June 30 (report due to DHS&EM by July 20)
- ☐ July 1 to September 30 (report due to DHS&EM by October 20)
- ☐ October 1 to December 31 (report due to DHS&EM by January 20)
- ☐ January 1 to March 31 (report due to DHS&EM by April 20)

Applicant Name:		Telephone Number:
Project Coordinator / Representative:		Fax Number:
Disaster Number:	Project Number and Project Category (A-G):	Today's Date:

**Key dates and activities accomplished this quarterly report period;** (for example, what major tasks were completed? Include any information about circumstances that could delay the estimated project completion date or result in an unexpected cost overrun.)

**Expected delays or identified problems;** (for example, need to change the scope of work outlined in the PW, weather issues, etc. Include as much detail as possible.)

Total Funds awarded for project:	\$ -
Total funds expended to date:	\$ -
Total Administrative Funds expended to date:	\$ -
Estimated additional funds required to complete project:	\$ -
Do you plan on exceeding the approved Project Worksheet amount? (* See Note 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by how much money?	
Will you be requesting reimbursement for your cost overrun?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the project be completed as written in the Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, a request to change the PW or and improved/alternate project must be submitted to DHS&EM.	
How complete, "by percentage" is the project?	0%
Total amount of advanced funds this quarter:	\$ -
Are all advanced funds liquidated? (If not completely liquidated, please explain above):	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the expected completion date of project:	

\* Note 1: The subgrantee will submit projected cost overruns, with complete justification, to the GAR for approval

immediately upon realizing the expected overrun. If approved, the GAR will subsequently submit cost overruns of the approved grant amount, with complete justification, to the FEMA Region Director for approval.

**CERTIFICATE OF COMPLIANCE**  
**for the**  
**Public Assistance Disaster Program**

Disaster Name and Number: \_\_\_\_\_

\_\_\_\_\_  
(Name of Applicant)

I \_\_\_\_\_, certify that \_\_\_\_\_  
(Name) (Community or Agency)

has completed all work as identified in the Project Worksheet Scope of Work and all costs claimed

are eligible and in accordance with the grant conditions and have been paid in full. Furthermore, I

certify that the \_\_\_\_\_ has obtained and adhered to all mandatory  
(Community or Agency)

local, state and federal requirements required for completion of Project Worksheet # \_\_\_\_\_

(to include permits, procurement, and codes/standards).

\_\_\_\_\_  
Typed Name and title of Certifying Official

\_\_\_\_\_  
Certifying Official's Signature \*

\_\_\_\_\_  
Date

\* Certifying Official must be one of the Agents listed on the Designation of Applicant's Agent form (DHS&EM FORM 30-5)

**PROJECT FINAL NARRATIVE REPORT**  
**Division of Homeland Security and Emergency Management**

This form is required to be submitted when a project has been completed in full. A separate form must be submitted for each project. If you have any questions, please contact the Division of Homeland Security & Emergency Management (DHS&EM) at 800-478-2337 or 907-428-7000. This form can be faxed to DHS&EM at 907-428-7009.

<b>Applicant Name:</b>		<b>Telephone Number:</b>
<b>Project Coordinator / Representative:</b>		<b>Fax Number:</b>
<b>Disaster Number:</b>	<b>Project Number:</b>	<b>Today's Date:</b>

**Brief Description of Project/Scope of Work:**

--

**Key dates and activities accomplished;** (for example, date project was started, all major task completions and pertinent information.)

--

<b>Total Funds awarded for project:</b>	\$ -
<b>Total funds expended to date:</b>	\$ -
<b>Total Administrative Funds expended to date:</b>	\$ -
<b>Do you have a cost overrun?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If Yes, by how much money?</b>	\$ -
<b>Will you be requesting reimbursement for your cost overrun?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Date project was completed:</b>	

**Additional Comments:**

--

## DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

**PROJECT WORKSHEET**

STATE DECLARATION NO.	PROJECT NO.	DATE 1/0/1900	CATEGORY 0	PROJECT WORKSHEET NO. 0		
DAMAGED FACILITY 0	WORK COMPLETE AS OF: : %		TAX ID NO. (and/or) EIN NO. 0			
APPLICANT 0		BOROUGH 0				
LOCATION 0			LATITUDE	LONGITUDE		
Was this site previously damaged		YES	NO	UNSURE		
DAMAGE DESCRIPTION AND DIMENSIONS						
SCOPE OF WORK						
Does the scope of work change the pre-disaster conditions at the site?		N				
Special Considerations issues included?		N				
Is there insurance coverage on this facility?		N				
Hazard Mitigation proposal included?		N				
PROJECT COST						
ITEM	CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
TOTAL COST					\$	-
PREPARED BY:			TITLE:			

I agree to only perform work activities and seek reimbursement for the activities contained within the "Scope of Work" above.

can't's Signature/Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

DHS&EM Signature/Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# FORCE ACCOUNT LABOR SUMMARY RECORD

PAGE

OF

## AFFILIATION

PA ID NO.

PROJECT NO.

DISASTER

LOCATION/SITE

CATEGORY

PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

NAME	Type of Employee (Permanent, Temporary, Seasonal, etc.)	DATE	Dates and Hours Worked Each Week										Costs					
													TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS	
		REG.											0.00		0.00%	\$ -	\$ -	-
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JOB																		

TOTAL COSTS FOR FORCE ACCOUNT LABOR OVERTIME

•

**CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.**

**CERTIFIED**

**TITLE**

DATE \_\_\_\_\_

## SUMMARY SHEET

DISASTER: \_\_\_\_\_  
CATEGORY: \_\_\_\_\_

Name:		Title:	
Project:			
Dates:			

[illegible]

Name:	Title:	
Project:		
Dates:		

[illegible]



## PAGE OF

DISASTER

PERIOD COVERING

To

## TYPE OF EQUIPMENT

**DATES AND  
HOURS  
USED**

RATE PER HOUR	
W/OPR	W/OUT OPR

TOTAL  
COST

**VENDOR**

**INVOICE NO.**[illegible]

CHECK NO.

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

**GRAND TOTAL**



5

1

TITLE

DATE \_\_\_\_\_

### CONTRACT WORK SUMMARY RECORD

APPLICANT

PA ID NO.

LOCATION/SITE

PAGE	OF
PROJECT NO.	DISASTER

PROJECT NO.

## DISASTER

CATEGORY
----------

CATEGORY	PERIOD COVERING TO
----------	-----------------------

DESCRIPTION OF WORK PERFORMED

[illegible]

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT. (IF CONTRACT PROCUREMENT WAS NON-COMPETITIVE OR THE CONTRACT WAS FOR TIME AND MATERIALS, FURTHER JUSTIFICATION MAY BE REQUIRED)

CERTIFIED

**TITLE**

DATE \_\_\_\_\_

## DISASTER

PROJECT NO.

PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

Type of Equipment			Dates and Hours Used Each Day											Costs			
INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER	OPERATOR'S NAME	DATE												TOTAL HOURS	EQUIPMENT RATE	TOTAL COST
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
			Hours												0.00		\$ -
GRAND TOTALS															0.00		\$ -

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE
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TESTED BY	DATE
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Division of Homeland Security and Emergency Management APPLICANT'S BENEFITS CALCULATION WORKSHEET		PAGE 1 OF 1
1. APPLICANT		2. FIPS # or TAX ID#
3. DISASTER NAME / NUMBER		4. PW #
FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
HOLIDAYS		
VACATION LEAVE		
SICK LEAVE		
SOCIAL SECURITY		
MEDICARE		
UNEMPLOYMENT		
WORKER'S COMP.		
RETIREMENT		
HEALTH INSURANCE		
LIFE INSURANCE BENEFITS		
OTHER		
TOTAL in % of annual salary	0.000%	0.000%
COMMENTS		
<p>I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.</p>		
CERTIFIED BY	TITLE	DATE

**APPENDIX 5**  
**CHECKLISTS**

## ADVANCE REQUIREMENTS CHECKLIST

DISASTER NAME: \_\_\_\_\_

PW # \_\_\_\_\_

Today's Date:

- ☐ Signed Grant Package
- ☐ Extension Request (if applicable)
- ☐ Quarterly Reports (Must be up to date)
- ☐ Documentation of expenditures for previous advances.

### Computations

Amount of Request (no more than 30%) = \$

Amount of previous advances = \$

Total advanced to date (including this request) = \$

Is this amount equal to or less than 75% of eligible amount? Y\_\_ N\_\_

Comments (Detail your review to ensure the amount requested can be utilized within the 30-day requirement):

**ALTERNATE PROJECT REQUEST  
CHECKLIST**

Disaster Name and #: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

PW#: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Category of Work: \_\_\_\_\_

(Alternate Projects can only be requested for Permanent Work PW's)

IS the applicant a PNP?: \_\_\_\_\_ (PNP applicants can only receive up to 75% of the Federal share)

Is there a Hazard Mitigation Proposal attached to the original PW: \_\_\_\_\_ (406 Hazard Mitigation funds cannot be applied to an Alternate Project)

Date Applicant made Request: \_\_\_\_\_

(Requests must be submitted within 12 months of the Kick-Off Meeting)

What will the funds for the Alternate Project be used for: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Cannot be used for operating costs and may require an environmental review by FEMA)

Are the Quarterly Reports up-to-date?

Has the State made any payments to the applicant for work completed on the original project?

Does the request contain a detailed justification for not completing the original project?

Has the applicant already completed the alternate project? (The request must be supported with a detailed explanation why it was not made in a manner that would allow approval by the State/FEMA prior to construction.)

Will the Alternate Project require an Environmental review by FEMA?

Details on Analysis by SPAO:

## **CHANGE IN SCOPE OF WORK CHECKLIST**

**Disaster Name and #:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**PW #:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**Date Applicant made Request:** \_\_\_\_\_

☐ **Quarterly Reports up-to-date**

☐ **Outstanding Advances**

☐ **Does the request contain a detailed justification for the eligibility of the additional work?**

☐ **Was the request submitted prior to the work being started/completed? If not, it will require a detailed explanation.**

☐ **Is damage disaster related?**

☐ **Will the additional work require further environmental review by FEMA?**

**Details on analysis by SPAO:**

## **COST DOCUMENTATION REQUIREMENTS**

(Updated 04/16/2008)

### **FORCE ACCOUNT LABOR:**

- **Certified Force Account Labor Summary**
  - Timesheets to support Summary
    - Must detail when employee was working on grant funded project and non-grant funded project
    - Timesheets must be signed
  - Benefits Calculations Form

**OR**

- **Applicant Certified Payroll Report (Non-State Agencies) / Payroll Report AKPAY (State Agencies)**
  - Must detail when employee was working on grant funded project and non-grant funded project through use of ledger codes, project numbers, comments, or other identifiers. *(If the hours claimed on the payroll report for a particular employee are only for a specific project, it must be noted on the certified payroll report.)*
  - Must identify the status of the employee (Permanent, Reassigned, Seasonal, Temporary)
  - Must detail total number of hours employee worked and wages earned for that period
  - Must be certified by appropriate signatory authority
  - Benefits Calculations Form

### **FORCE ACCOUNT EQUIPMENT:**

- **Certified Force Account Equipment Summary**
  - Timesheets for employees claimed as equipment operators *(if a certified payroll report or payroll report from AKPAY are used as cost documentation for labor, timesheets will still be required for personnel claimed as equipment operators.)*
  - Other documentation such as work orders that identify the equipment used, operator, and number of hours used may be submitted in lieu of timesheets



### **MATERIALS:**

- **Certified Material Summary**
  - Copies of invoices, receipts, purchase orders for materials claimed on the Summary form
    - Must identify the material type and quantity
  - If material was taken from applicant stock:
    - Historical data (old invoices for same material)
    - Quote from local area vendor

### **CONTRACTS:**

- **Certified Contract Summary**
  - Copy of the contract, purchase order, or other form of written agreement
    - Must identify the services/products agreed to, with quantities and prices
  - Invoice(s) to support summary

### **RENTED EQUIPMENT:**

- **Certified Rented Equipment Summary**
  - Copies of invoices, receipts, purchase orders for rented equipment claimed on the Summary form

### **VENDOR DIRECT PAYMENT:**

- **Signed authorization by the applicant**
- **Original invoice**
  - Copy of original invoice if stamped and certified by the vendor as "original copy"

**COST OVER-RUN REQUEST  
CHECKLIST  
LARGE PROJECTS**

**Disaster Name and #:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**PW #:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**Date Applicant made Request:** \_\_\_\_\_

☒ **Quarterly Reports up-to-date (Was an over-run identified, and/or a time extension required)**

☐ **Outstanding Advances**

☒ **Does the request contain a detailed justification for the eligibility of the additional costs?**

☐ **Will the reason for the over-run require additional environmental reviews?**

☒ **Is cause for the additional costs disaster related?**

☐ **Was the cost over-run submitted prior to additional costs being incurred? If not, it will require a detailed explanation.**

**Details on analysis by SPAO:**

# COST OVER-RUN REQUEST CHECKLIST SMALL PROJECTS

Disaster Name and #: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

PW #: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Date Applicant made Request: \_\_\_\_\_

Date Applicant completed last Small Project: \_\_\_\_\_

(Appeal must be submitted within 60 days after completion of last Small Project)

- ☐ Quarterly Reports up-to-date (Was an over-run identified, and/or a time extension required)
- ☐ Outstanding Advances
- ☐ Does the request contain a detailed justification for the eligibility of the additional costs?
- ☐ Is cause for the additional costs disaster related?

Description of Work	PW #	PW #	PW #	PW#
F.A. Labor	\$	\$	\$	\$
Materials	\$	\$	\$	\$
F.A. Equipment	\$	\$	\$	\$
Rented Equipment	\$	\$	\$	\$
Contract	\$	\$	\$	\$
	\$	\$	\$	\$
Total ( Actual Costs)	0	0	0	0
Obligated Amount	\$	\$	\$	\$
Cost Overrun/Under run	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost Overrun/Underrun	\$0.00	\$0.00	\$0.00	\$0.00

**DE-OBLIGATION/PROJECT CLOSE-OUT CHECKLIST**  
**DISASTER NAME: \_\_\_\_\_**

**Applicant:**  
**PW#:**  
**Phone:**  
**Fax:**  
**Email:**

**Today's Date: \_\_\_\_\_**

- ☐ **1<sup>st</sup> Letter requesting information, documentation, etc**  
**Date sent:** \_\_\_\_\_  
**Deadline Date issued:** \_\_\_\_\_
- ☐ **2<sup>nd</sup> Letter requesting information, documentation, etc**  
**Date sent:** \_\_\_\_\_  
**Deadline Date issued:** \_\_\_\_\_
- ☐ **3<sup>rd</sup> Letter informing applicant about de-obligation/project close-out**  
**Date sent:** \_\_\_\_\_  
**Deadline Date issued:** \_\_\_\_\_
- ☐ **DCCED Contacted**  
**Date:** \_\_\_\_\_  
**Name of Contact:** \_\_\_\_\_
- ☐ **Contact made with various other City/Tribal personnel**  
**Date:** \_\_\_\_\_  
**Name of Contact:** \_\_\_\_\_

☐ Faxes, e-mails, and phone calls made concerning de-obligation/project close-out

<u>Date Sent</u>	<u>Method</u>	<u>Time (if called)</u>	<u>Details</u>
1.			
2.			
3.			
4.			
5.			

☐ Review of financial impact de-ob/project close-out would have on community

☐ Community visit warranted

Date of any previous community visits related to this issue:

\_\_\_\_\_

☐ De-obligation/Project Close-Out letter

Date sent: \_\_\_\_\_

Appeal Deadline Date: \_\_\_\_\_

**IMPROVED PROJECT REQUEST  
CHECKLIST**

Disaster Name and #: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

PW#: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Category of Work; \_\_\_\_\_

(Improved Projects can only be requested for Permanent Work PW's)

Do the improvements change the pre-disaster configuration? (If so, will require an environmental/historical review by FEMA)

Is there a Hazard Mitigation Proposal attached to the original PW: \_\_\_\_\_

(406 Hazard Mitigation funds cannot be applied to an Improved Project if the Improved Project involves a new facility)

Does the Improved Project have the same function and capacity as the original project?

(Improved projects must have the same function and at least the same capacity as that of the pre-disaster facility)

Has the applicant already completed the construction? (The request must be supported with a detailed explanation why it was not made in a manner that would allow approval by the State/FEMA prior to construction.)

Are the Quarterly Reports up-to-date?

Are there any outstanding advances?

Does the applicant require a Time Extension for approval?

Details on Analysis by SPAO:

## **TIME EXTENSION REQUEST CHECKLIST**

**Disaster Name and Number:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**PW #:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

☐ **Quarterly Reports up-to-date**

☐ **Copies of last 4 Quarterly Reports Attached to Request**

☐ **The Request must contain the following:**

- **Identify the PW number**
- **Dates and provisions of any previous extensions granted**
- **A detailed justification of the delay**
- **A projected completion date**

☐ **Was the request made prior to the existing deadline? (The request must be supported with a detailed explanation why it was not made prior to the existing deadline)**

☐ **Does the applicant have any outstanding advances?**

**List dates and provisions of any previous extensions granted:**

**Details on analysis by SPAO:**